



## PROBABLE CAUSE MEMORANDUM

**To:** Miami-Dade County Commission on Ethics and Public Trust

**From:** Radia Turay, Advocate  
Nolen Andrew “Drew” Bunker, Assistant General Counsel

**Re:** C24-23-07 (In re: Edwin Miller)  
C24-36-10 (In re: Edwin Miller)

**Date:** December 2025

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### I. Recommendation

There is **probable cause** to believe that Respondent, Edwin Miller, violated Sections 2-11.1(g) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (“Ethics Code”) titled “*Exploitation of official position prohibited*,” Section 2-11.1(j) of the Ethics Code, titled “*Conflicting employment prohibited*,” Section 2-11.1(k) of the Ethics Code, titled “*Prohibition on outside employment*,” and Section A(3) of the Miami-Dade County Citizens’ Bill of Rights, titled “*Public Records*.”<sup>1</sup>

However, for the reasons discussed below, there is not sufficient evidence to establish probable cause that Respondent violated Section 2-11.1(m) of the Ethics Code, titled “*Certain appearances and payment prohibited*,” Section 2-11.1(q) of the Ethics Code, titled “*Continuing application after county service*,” and Section 2-11.1(x) of the Ethics Code, titled “*Prohibition on county employees and departmental personnel performing contract-related duties*.”

### II. Background and Investigation

#### A. *Filing of Complaint C24-23-07*

On July 1, 2024, Mr. Vincent Burnett filed Complaint C24-23-07 against Mr. Edwin Miller (hereinafter, “Respondent”) in his capacity as the Housing Program Chief for the Miami-Dade Economic Advocacy Trust (“MDEAT”). In Complaint C24-23-07, Mr. Burnett alleged that

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<sup>1</sup> Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Miami-Dade County Commission on Ethics and Public Trust (“Ethics Commission”) to conclude that Respondent violated the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and/or the Miami-Dade Citizens’ Bill of Rights. See Miami-Dade Commission on Ethics and Public Trust Rule of Procedure 4.12(b).

Respondent violated Section 2-11.1(g) of the County Ethics Code, and in support of the Complaint he attached a two-page memorandum outlining the underlying allegations of his Complaint, as well as thirty pages of documents that include e-mails, memoranda, tables, invoices, screenshots of websites, and a copy of a check. *See* Complaint C24-23-07 and supporting documents, attached hereto as “Exhibit A.”

In the memorandum in support of Complaint C24-23-07, Mr. Burnett alleged that Respondent exploited his position as Housing Program Chief with MDEAT when he allegedly “lobbied for and facilitated the renewable \$4.55 million sole-source loan administration-consultant contract awarded to the Black Business Investment Fund (BBIF)<sup>2</sup> on December 20, 2022.” *See* Exh. A. Mr. Burnett further alleged that Respondent served as the financial administrator for the payment of \$2,155,151.00 in construction loans to the BAC Funding Corporation (“BAC”)<sup>3</sup> without a competitive process based on Respondent’s “long-term professional relationship with BAC,” alleging specifically that Respondent was president of BAC for fourteen and a half years. *See id.*

Additionally, Mr. Burnett alleged that MDEAT engaged in obstructive conduct and excessively charged him in relation to public records requests related to Respondent’s alleged conflicts of interest and the disbursement of funds to BBIF and BAC as part of MDEAT’s Construction Development Loan Program. *See id.* Finally, Mr. Burnett alleged “operational integrity issues” related to MDEAT’s loan program and the disbursement of funds to BBIF, BAC, and the Neighbors and Neighbors Association (“NANA”).

On August 30, 2024, this Commission’s General Counsel reviewed Complaint C24-23-07 for legal sufficiency and concluded that there was legal sufficiency to begin an investigation insofar as the Complaint articulated alleged facts that could constitute a violation of two provisions of the County Ethics Code: Section 2-11.1(g), titled *Exploitation of official position*, and Section 2-11.1(x), titled *Prohibition on county employees and departmental personnel performing contract-related duties*. *See* Legal Sufficiency Memorandum dated August 30, 2024, attached hereto as “Exhibit B.” Specifically, the Complaint was legally sufficient when it alleged that Respondent lobbied for and or gave preferential treatment to BBIF in the award of a contract to BBIF based on his professional relationship and employment history with BBIF. *See id.* The General Counsel otherwise recommended that, insofar as Complaint C24-23-07 alleged mismanagement and financial impropriety, the allegations should be referred to the Miami-Dade Office of the Inspector General. *See id.*

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<sup>2</sup> BBIF is a Florida non-profit entity and describes itself as a community development financial institution (“CDFI”) that is a “private non-profit loan fund that specializes in providing loans and financial technical assistance services to small businesses throughout Florida.” *See Who We Are*, ABOUT, <https://investors.bbif.com/about> (last visited Dec. 4, 2025).

<sup>3</sup> BAC is a Florida non-profit entity that describes itself as providing investment capital to “allow[] the African American business community to target economic development and business opportunities in the growth sectors of the South Florida economy for economic development to perpetuate wealth for all of South Florida.” *See BAC Funding Corporations & Affiliates*, ABOUT US, <https://bacfunding.com/about-us/> (last visited Dec. 4, 2025).

## B. *Filing of Complaint C24-36-10*

On October 25, 2024, Mr. Burnett filed Complaint C24-36-10 against Respondent in his capacity as the Housing Program Chief and former Economic Empowerment Manager for MDEAT. In Complaint C24-36-10, Mr. Burnett alleged that Respondent violated Section 2-11.1(g) of the County Ethics Code, titled *Exploitation of official position prohibited*, and Section 2-11.1(j) of the County Ethics Code, titled *Conflicting employment prohibited*, and in support of the Complaint he attached a two-page memorandum outlining the underlying allegations of his Complaint, as well as seven pages of documents that include e-mails and a table. *See* Complaint C24-36-10 and supporting documents, attached hereto as “Exhibit C.”

In the memorandum in support of Complaint C24-36-10 Mr. Burnett alleged that Respondent exploited his position at MDEAT and engaged in conflicting employment when he collected compensation for sick leave, holiday leave, and floating holiday pay between December 1, 2021, and December 27, 2021, while Respondent had started working for BBIF. *See id.* Mr. Burnett further alleged that Respondent exploited his position by continuing to access his County e-mail after starting his employment with BBIF and sending e-mails regarding his new employer during the same period, and for failing to report this outside employment with BBIF while still employed with the County in July 2022. *See id.*

On November 5, 2024, this Commission’s Staff Attorney Susannah Nesmith, operating under the supervision and direction of the General Counsel, reviewed Complaint C24-36-10 for legal sufficiency and concluded that there was legal sufficiency to begin an investigation insofar as the Complaint articulated alleged facts that could constitute a violation of four provisions of the County Ethics Code: Section 2-11.1(g), titled *Exploitation of official position prohibited*, Section 2-11.1(j), titled *Conflicting employment prohibited*, Section 2-11.1(k), titled *Prohibition on outside employment*, and Section 2-11.1(m), titled *Certain appearances and payment prohibited*. *See* Legal Sufficiency Memorandum dated November 5, 2024, attached hereto as “Exhibit D.” Specifically, the Complaint was legally sufficient when it alleged that: 1) Respondent exploited his position by using sick leave to work for another employer, 2) Respondent engaged in conflicting employment when he started work with BBIF where his responsibilities involved working with an MDEAT committee, 3) Respondent started work for BBIF while still employed with the County and failed to disclose his outside employment by July 1, 2022, and 4) Respondent lobbied a County employee on behalf of his new employer while still employed with the County. *See id.* Furthermore, Ms. Nesmith noted that, if it were determined that Respondent was no longer employed with the County when he lobbied a County employee on behalf of his new employer, then the Complaint was legally sufficient insofar as it alleged a violation of Section 2-11.1(q) of the County Ethics Code, titled *Continuing application after county service*. *See id.*

## C. *Summary of MDEAT’s Construction Development Loan Program*

The Construction Development Loan Program is a housing assistance program seeking to address unmet needs for affordable housing.<sup>4</sup> The program is funded by documentary stamp surtax funds pursuant to Section 29-7 of the Miami-Dade County Code. In 2019, the Miami-Dade Board of

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<sup>4</sup> *See Construction Loan and Development Program*, MDEAT HOUSING DIVISION, [https://www.miamidade.gov/global/service.page?Mduid\\_service=ser1532378258174440](https://www.miamidade.gov/global/service.page?Mduid_service=ser1532378258174440) (last visited Nov. 24, 2025).

County Commissioners (“BCC”) enacted Ordinance Number 19-121, which amended Section 29-7 of the Miami-Dade County Code, and discussed the purpose of the amendment as facilitating the funding of projects where developers were seeking or had received the conveyance of County-owned land for development of affordable housing, as well as other housing programs. Specifically, Ordinance Number 19-121 amended Section 29-7 of the Miami-Dade County Code to permit the allocation of surtax funds without a request for applications (“RFA”) process, provided that there is some government-sponsored competitive process. As a result, MDEAT created the Construction Development Loan Program with an open and rolling application process that is administered on MDEAT’s behalf by BBIF.<sup>5</sup>

#### D. *Documents Gathered*

Your staff gathered copies of a large volume of records regarding the allegations raised in the above-referenced Complaints. These documents include copies of MDEAT personnel records, BBIF personnel records, County and MDEAT records related to Respondent’s time reporting, MDEAT records related to the Construction Development Loan Program, BBIF’s records of loan program applicants, and e-mails sent to and from Respondent and other MDEAT employees.

A detailed description of all documents gathered being impractical, your staff has summarized the following documents relevant to this investigation and the allegations raised in the Complaints:

##### 1. Documents Regarding Respondent’s Leave

Your staff obtained from the Miami-Dade People and Internal Operations Department (“PIOD”) an Employee Leave Usage/Attendance Report for Respondent for the time period between November 1, 2021, and December 31, 2021, attached hereto as “Exhibit E.” The report details that Respondent took one day of sick leave on November 24, 2021, the day before the Thanksgiving holiday. The report further details that Respondent used a floating holiday on December 1, 2021, followed by two days of sick leave on December 2 and 3, 2021. Respondent used another floating holiday on December 6, 2021, followed by two days of sick leave on December 7 and 8, 2021, then a floating holiday on December 9, 2021, followed by ten days of sick leave on December 10, December 13 through December 17, and December 20 through December 23, 2021. The record then reflects the Christmas holiday observed on December 24, 2021. Finally, the record shows that Respondent’s employment terminated on December 27, 2021. *See id.*

Your staff obtained copies of four leave slips completed by Respondent and sent by him via e-mail to his supervisor, attached hereto as “Exhibit F.” The first leave slip is a request for sick leave on November 24, 2021, and it reflects a supervisor signature that has a set of initials and reads, “As per B. Diggs,” with two sets of dates beside it. The second leave slip is a request for sick leave on December 2 and 3, 2021. The third leave slip is a request for sick leave on December 7 and 8, 2021. The fourth leave slip is a request for sick leave on December 10, 2021. *See id.*

Your staff obtained from PIOD a spreadsheet with data regarding the entry of leave into the then-extant time reporting system used by the County. The spreadsheet reflects that a time entry for Respondent’s request for leave on November 24, 2021, was submitted on November 23, 2021,

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<sup>5</sup> *See Miami-Dade County Documentary Stamp Surtax Funding Construction Loan and Development Program Open and Rolling Application Program*, <https://www.miamidade.gov/economicadvocacytrust/library/construction-development-program.pdf> (last visited Nov. 24, 2025).

then deleted and a new entry submitted on November 29, 2021. This leave request was subsequently approved on the same day by Ms. Traci Pollock, who was then MDEAT's Special Projects Administrator. The spreadsheet further reflects that time entries for Respondent's requests for leave from December 1 through December 10, 2021, were submitted on November 29, 2021. These leave requests were subsequently approved on the same day by Ms. Roshawn Harris, MDEAT's department personnel representative ("DPR"). Finally, the spreadsheet reflects that time entries for Respondent's requests for leave from December 13 through December 23, 2021, were submitted on December 21, 2021. These leave requests were subsequently approved by Ms. Harris on December 22, 2021.

## 2. Documents Regarding Respondent's Resignation

Your staff obtained an e-mail from Respondent to Ms. Harris dated November 16, 2021, with the subject line "Letter – Edwin Miller, attached hereto as "Exhibit G." Attached to the e-mail was a letter addressed to Ms. Harris in which Respondent resigned from his employment with MDEAT as Economic Empowerment Manager effective November 30, 2021. The letter was signed and dated November 16, 2021. *See id.*

Your staff obtained an e-mail from Respondent to Ms. Harris dated November 30, 2021, with the subject line "Resignation II," attached hereto as "Exhibit H." Attached to the e-mail was a letter addressed to Ms. Harris that simply read, "My last day with MDEAT is scheduled for December 10, 2021." The letter was unsigned and dated November 30, 2021. *See id.*

Your staff obtained a third letter from MDEAT as part of Respondent's personnel file that was addressed to Ms. Harris and dated November 30, 2021, attached hereto as "Exhibit I." This letter read "My last day with MDEAT is scheduled for December 23, 2021," and was unsigned. *See id.*

## 3. Documents Regarding Respondent's Employment with BBIF

Your staff obtained from BBIF a letter addressed to Respondent dated October 29, 2021, with the memorandum line "Re: Employment with Black Business Investment Fund, Inc. (BBIF)," attached hereto as "Exhibit J." This letter offered Respondent employment with BBIF as the South Florida Regional Director, a full-time position, with a start date of November 22, 2021. The date of employment was subsequently digitally crossed out in red ink and a new start date was typed in red ink in the margin reading "Wednesday, December 1, 2021." *See id.*

## 4. Electronic Communications to the County from Respondent

Your staff obtained an e-mail exchange between Respondent, sent from his BBIF e-mail address, and Ms. Lawanda Wright, a Section Chief in the Miami-Dade County Office of Small Business Development ("SBD"), between December 2, 2021, and December 20, 2021, attached hereto as "Exhibit K." The oldest e-mail in the exchange is dated December 2, 2021, and in the e-mail, Respondent stated, "[a]s of yesterday, I started a position with the Black Business Investment Fund." *Id.* Respondent further asked to meet with Ms. Wright to discuss working together in the future, stated that he must lend \$9 million by September 30, 2022, and notified her that if her clients needed commercial financing BBIF has several lending products. He further stated that he attached to the e-mail BBIF's loan applications. *See id.* The following e-mail exchange reflects

that Respondent then spoke via telephone with Ms. Wright on December 9, 2021, and that during that conversation they agreed to have a joint event in January 2022. *See id.*

Your staff obtained another e-mail exchange between Respondent and Ms. Wright, dated January 25, 2022, attached hereto as “Exhibit L.” Respondent e-mailed Ms. Wright with the subject line, “Tomorrow’s Workshop,” and advised that he will make a presentation regarding BBIF and that two of his colleagues from BBIF will also be present. Ms. Wright responded, indicating that she would give some updates for the small businesses attending, and then turn the event over to him. *See id.*

Your staff obtained an e-mail from Respondent to Mr. William Diggs, the Executive Director of MDEAT, and Mr. William Simmons, then an MDEAT Contracts Officer, dated February 22, 2022, attached hereto as “Exhibit M.” The subject line of the e-mail reads “Loans to Black-Owned Businesses,” and in the e-mail Respondent asked the recipients to send to him any businesses that needed financing and had three years of tax returns or financial statements. *See id.* He further noted that he had attached loan application documents to the e-mail that they could share with such businesses. *See id.*

#### 5. Documents Regarding the Selection of a CDFI for MDEAT’s Loan Program

Your staff obtained an e-mail sent by Respondent to BBIF dated June 25, 2022, after his return to employment with MDEAT, with the subject line “Request for Information – BBIF’s Cost of Managing a Portfolio of Loans and Investment,” attached hereto as “Exhibit N.” In the body of the e-mail, Respondent advised BBIF that MDEAT was moving toward providing lines of credit to black developers in Miami-Dade County and would need an entity to service its loans and investments. Respondent further inquired, “[w]ill BBIF be interested in managing our portfolio of loans and investments to black developers?” and further asked what it would charge to do so. *See id.* BBIF responded, indicating that they were interested. *See id.* Subsequently, as part of the same exchange, Respondent sent an e-mail dated July 6, 2022, in which he again inquired as to whether BBIF had an estimate regarding the cost of managing the loan and investment portfolios. *See id.* Respondent further mentioned that MDEAT anticipated going through a competitive process for the selection of a CDFI and that he wished to use the estimate as a guide. *See id.*

Your staff obtained an e-mail sent by Respondent to BBIF dated June 29, 2022, with the subject line “Housing Development at the Miami-Dade Economic Advocacy Trust,” attached hereto as “Exhibit O.” The body of the e-mail simply reads, “[a]ttached, please find the action items we just discussed.” *See id.* Attached to the e-mail was an internal MDEAT Memorandum dated July 21, 2022, describing the Construction Development Loan Program. The memorandum further indicated that the underwriting for the loan program would be conducted by a CDFI. *See id.*

Your staff obtained an e-mail exchange between Respondent and County employees working for the Miami-Dade Strategic Procurement Department (“SPD”), in September and October 2022, with the subject line “Procurement of Community Development Financial Institution (CDFI) to manage MDEAT’s portfolio of loans,” attached hereto as “Exhibit P.” The e-mail exchange reflected that Respondent had communicated with SPD regarding the conduct of a competitive solicitation for MDEAT to select a CDFI to manage its loans to developers as part of the Construction Development Loan Program. Furthermore, attached an e-mail Respondent sent on October 18, 2022, Respondent submitted an Allocation Request Form to SPD requesting the

initiation of a new procurement for a CDFI to manage MDEAT's portfolio of loans for a five-year term. *See id.* The request reflects a signature by Mr. Diggs dated October 12, 2022. *See id.*

Your staff obtained an e-mail from Respondent to Mr. Marquis Best, an Administrative Officer 2 with MDEAT, dated October 19, 2022, attached hereto as "Exhibit Q." The body of the e-mail read, "Attached, please find the CDFI list we just discussed," and attached the e-mail was a spreadsheet with a large list of CDFIs located in Florida. *See id.*

Your staff obtained an e-mail from Mr. Best to an individual associated with the Opa-locka Community Development Corporation, dated November 4, 2022, attached hereto as "Exhibit R." In the body of the e-mail, Mr. Best advised that MDEAT had new programs planned for the following year and would need a CDFI to manage the finances for the developers. *See id.* He further advised that a competitive solicitation for the Construction Development Loan Program would be forthcoming and stated that he would reach out again when it was ready. *See id.*

Your staff obtained an e-mail from Respondent to Mr. Best with a subject line reading, "List of Individuals to Serve on the Selection Committee to Select a CDFI," and dated December 12, 2022, attached hereto as "Exhibit S." In the body of the e-mail, Respondent provided Mr. Best with a list of people compiled by Mr. Eric Johnson, then an employee of MDEAT, who could serve on a selection committee to select a CDFI. *See id.*

Your staff obtained an e-mail from Mr. Best to Respondent with a subject line reading, "CDFI List," and dated December 15, 2022, attached hereto as "Exhibit T." The body of the e-mail contained only Mr. Best's signature line, but attached to the e-mail was a spreadsheet with eleven CDFIs listed, as well as columns with the city in which they are located, their websites, the years in which they have been in business, whether they have an online portal to submit an application, and a column reading "Real Estate Development," with either "yes," "no," or "N/A" input next to each CDFI. *See id.*

Your staff obtained an e-mail exchange primarily between Mr. Best and BBIF between September 16, 2022, and December 19, 2022, attached hereto as "Exhibit U." On September 16, 2022, Mr. Best e-mailed BBIF concerning a workshop for contractors that Mr. Best organized for October 26, 2022, with an invitation for BBIF to participate. BBIF responded indicating their interest in participating. In a December 15, 2022, e-mail responding to that prior exchange, Mr. Best wrote that MDEAT had some programs it planned to implement in January and that, "[t]o successfully run these programs MDEAT will need a CDFI to manage and distribute funds." *See id.* He further requested BBIF to provide him with information showing that BBIF was the best CDFI to choose for these purposes. *See id.* BBIF responded to Mr. Best on December 19, 2022, copying Respondent, and attached a presentation to the e-mail. *See id.* Respondent then forwarded that presentation to Mr. Diggs, writing, "Attached, please find a deck from BBIF reflecting that it is best suited to serve as MDEAT's contractor." *See id.*

Your staff obtained an e-mail from the Community Fund of North Miami-Dade, Inc., to Mr. Best dated December 22, 2022, attached hereto as "Exhibit V." In the body of the e-mail, the Executive Director of the Community Fund of North Miami-Dade, Inc., asked if they needed to register as a County vendor to pursue the CDFI administration work that she had previously discussed with him. *See id.*

Your staff obtained a Memorandum of Approval (“MOA”) from Mr. Diggs to the MDEAT Board dated December 22, 2022, attached hereto as “Exhibit W.” The MOA recommended that the MDEAT Board find it in the best interests of the County to waive a competitive bidding process and award BBIF a contract to provide construction loan and investment portfolio management services to MDEAT. *See id.* The MOA further recommended that the MDEAT Board authorize MDEAT’s Executive Director to negotiate and execute a contract with BBIF for that purpose. The MOA contained the same spreadsheet of CDFIs found in Exhibit T, indicating that it was “a list of CDFIs considered by MDEAT staff through its market research.” *See id.* The MOA then stated that “[o]f these CDFI’s MDEAT staff believes that it is in MDEAT and the County’s best interest to select BBFI to provide the services required by MDEAT,” and provided an itemized list or reasons in support of this conclusion. *See id.* Included among the reasons listed to select BBIF, the MOA stated that “BBIF provides financing primarily to business/developers that MDEAT seeks to serve,” and “BBIF has an online portal to receive uploaded loan-related documents timely.” *See id.* Finally, under a section titled “Due Diligence Review,” the MOA reads, “Upon staff performing necessary due diligence, there were no adverse findings related to BBIF.”

#### 6. Recording of December 22, 2022, Meeting of MDEAT Board

Your staff obtained the recording of the December 22, 2022, meeting of the MDEAT Board. At that meeting, MDEAT staff placed before the Board for approval the sole-source contract with BBIF. In discussing the approval, Mr. Diggs stated that staff had looked at different CDFIs, but that the two things that they determined were important were the CDFI’s ability to allow applicants to apply through an online portal and the ability of the CDFI to understand real estate development. Mr. Diggs further noted that, “we have a long term relationship with them from past experience.” An MDEAT Board Member inquired whether MDEAT staff had obtained any quotes from other CDFIs, and Respondent advised saying that they had not, though he noted that they had spoken to other entities that were not necessarily interested. An MDEAT Board Member also inquired as to the wisdom of the sole-source contract, and Mr. Diggs stated that he had met with BBIF’s CEO and that the idea is to build a long-term partnership with BBIF. When an MDEAT Board Member asks Mr. Diggs about the timing for a competitive process, Mr. Diggs stated that such a process would take months and expressed concern that he did not want to lose allocated funds. Mr. Diggs mentioned a call he had with the office of the then-Chairman of the BCC and noted that the BCC was already beginning to look at the funds MDEAT had not yet spent. Mr. Diggs further stated that the purpose of moving forward with the sole-source contract was “trying to get out of our own way so that we can at least be able to validate what we think is a big issue, which is around housing.” At the meeting, an assistant county attorney stated that he had reviewed the sole-source for legal sufficiency and determined that it was a proper sole-source based on the thresholds set by the County through its procurement process. Two MDEAT Board Members expressed their reservations about moving forward with the sole-source contract. Subsequently, the MDEAT Board approved the award of a sole-source contract with BBIF, to be negotiated and executed by Mr. Diggs or his designee, by a vote of eight to two.

#### 7. Documents Regarding Developers Participating in the Construction Loan Program

Your staff obtained an e-mail from Respondent’s personal e-mail account to his MDEAT e-mail account with the subject line “bac notes,” dated June 20, 2022, attached hereto as “Exhibit X.” The notes detail a meeting between MDEAT staff and representatives from BAC. The summarized conversation appeared to concern MDEAT providing financing for a BAC affordable housing development project. *See id.*

Your staff obtained a screenshot of an MDEAT webpage detailing a Contractors Connection Workshop, attached hereto as “Exhibit Y.” The webpage listed the date of the event as October 26, 2022, and stated that attendees of the workshop would learn about “MDEAT’s construction rehabilitation initiative,” and how to participate in “the County’s Miscellaneous Construction Contracts Program.” *See id.*

Your staff obtained an e-mail from BAC to BBIF, with the subject line, “FW: You have been invited to complete a loan application,” dated December 30, 2022, attached hereto as “Exhibit Z.” BAC copied Respondent on the e-mail to BBIF. The body of the e-mail indicated that it concerned BAC’s application for a \$1.5 million loan from MDEAT’s Construction Development Loan Program and raised an issue BAC had with the loan application. *See id.* Specifically, BAC noted that the application was structured for for-profit companies and required information regarding business ownership that BAC, as a non-profit entity, could not provide. BAC also objected to providing personal information that was required in BBIF’s application, and it requested a meeting with BBIF for clarification regarding the process. *See id.*

Your staff obtained an e-mail from Respondent to BBIF, with the subject line, “Copy of a Link for Application for Mr. Lundy,” dated January 5, 2023, attached hereto as “Exhibit AA.” In the body of the e-mail, Respondent asked BBIF to send a link to Mr. Lundy, who the e-mail described as “a developer in Miami-Dade County,” in order for Mr. Lundy to start a loan application. *See id.*

Your staff obtained an e-mail from Respondent to BBIF, with the subject line, “Request for Link to Apply for a Loan for Neighbors and Neighbors Association, Inc.,” dated January 11, 2023, attached hereto as “Exhibit BB.” In the body of the e-mail, Respondent asked BBIF to send a link to NANA, describing them as “a developer/CDFI in Miami-Dade County,” in order for NANA to apply for a loan. *See id.*

#### 8. Respondent’s Resumes

Your staff obtained an e-mail from Respondent to Ms. Harris with the subject line “Edwin Miller’s Resume 2020 W.docx,” dated April 1, 2022, attached hereto as “Exhibit CC.” Attached to the e-mail was Respondent’s resume, in which he listed MDEAT as his current employer and his position with MDEAT as Economic Empowerment Manager. *See id.* This was inaccurate as of April 2022, and Respondent did not accurately list his then-current employer, BBIF, on his resume. *See id.*

Your staff obtained an e-mail from Respondent with the subject line, “Chief Operating and Strategic Initiatives Officer, Florida Community Loan Fund,” dated August 2, 2023, attached hereto as “Exhibit DD.” Attached to the e-mail was Respondent’s resume, in which he listed his current employer as MDEAT, and his current position as Housing Programs Chief. *See id.* In the description of that position, Respondent wrote, “Via the Construction Loan Program, [he] hired [his] immediate past employer BBIF to lend \$1.5 million to another previous employer, BAC Funding Corporation as well as other developers.” *See id.*

#### 9. Public Records Requests to MDEAT

Your staff obtained an MDEAT Invoice for a public records request that Complainant submitted to MDEAT bearing reference number R024104-100323, attached hereto as “Exhibit EE.” In the

invoice, the description of one of the record requests was, “Notes, minutes, plans, documentation of 6/2/2022 meeting of BAC Funding Corporation and MDEAT Housing Div staff - Edwin Miller, Eric Johnson, Vincent Burnett, Marquis Best.” *See id.* MDEAT’s response to this request for records was, “MDEAT has no records responsive to this request. Waiting to get information from Finance.” *See id.*

Your staff e-mailed Ms. Harris on February 14, 2024, requesting “a copy of any documents, to include but not limited to notes/minutes and e-mails, pertaining to the June 2, 2022, MDEAT staff meeting with BAC Funding Corporation representatives,” attached hereto as “Exhibit FF.” In response to this request, Ms. Harris produced on February 18, 2025, three documents: 1) a letter from Mr. Best to BAC dated June 2, 2022; 2) an e-mail from an individual associated with New Urban Development, LLC, to Mr. Best, dated June 3, 2022; and 3) a Summary Report from the Miami-Dade County Office of the Property Appraiser for a particular property. *See id.*

#### E. *Investigatory Statements*

Pursuant to the filing of Complaints C24-23-07 and C24-36-10, your staff took sworn testimony from a number of witnesses, as well as the Respondent.

##### 1. Sworn Statement of Monique Caliste

On January 21, 2025, your staff took the sworn recorded statement of Ms. Monique Caliste. Ms. Caliste was employed as an accountant for MDEAT from September 2020 to August 2023 and was responsible for accounting and budgeting for the agency. Ms. Caliste stated that she was familiar with Respondent because she had worked with him at MDEAT. She recalled that Respondent resigned from his position as Economic Empowerment Manager in November 2021, and that she did not recall seeing Respondent in the MDEAT offices in December 2021. She stated that she noticed the payments for sick leave to Respondent and discussed this with Ms. Pollock, who also worked at MDEAT at the time, but that Ms. Pollock noted that Respondent no longer worked for her.

##### 2. Sworn Statement of Traci Pollock

On January 29, 2025, your staff took the sworn statement of Ms. Traci Pollock. Ms. Pollock was employed with MDEAT as a Special Projects Administrator 2 from November 2012 to March 2022, and she described her position as essentially being second-in-charge to the Executive Director. Ms. Pollock advised that she was the custodian of records for MDEAT until her departure in March 2022, and she did not know who took over the responsibility after her departure. As to personnel files specifically, she stated that MDEAT’s DPR was responsible for them.

When questioned about the time reporting and requesting leave procedures at MDEAT, Ms. Pollock stated that she had employees complete a leave request form and place a leave request via Microsoft Outlook to her calendar. She stated that she did not know if the procedure changed after she left, and she further noted that she was relieved of this responsibility once Mr. Diggs was hired as Executive Director of MDEAT. She further noted that it was her understanding of County policy that if an employee needed more than two consecutive days of sick leave, that a doctor’s note was required. Regarding Respondent’s requests for sick leave on November 24, 2021, where the leave slip reflected on the supervisor signature line “as per B. Diggs 11-18-21 11-23-21,” as referenced in Exhibit F discussed above, Ms. Pollock stated that she signed the leave slip and made

the above-quoted note because she must have gotten a directive from Mr. Diggs to approve the leave. Furthermore, in an e-mail exchange dated November 30, 2021, in which Ms. Pollock asked Respondent “Did you get the approvals,” and he responded, “Verbally yes I did last night from Bill,” Ms. Pollock concluded that she was no longer approving leave on her own. She further stated that she did not recall why she was directed to approve Respondent’s leave.

When reviewing the documentation of Respondent’s leave requests for December 2021, as referenced in Exhibit E discussed above, Ms. Pollock stated that she did not know why his leave was structured as two sick days followed by a floating holiday, but she noted that everyone at MDEAT knew about the policy requiring a doctor’s note when taking three consecutive days of sick leave. Finally, Ms. Pollock recalled that Respondent left MDEAT around Thanksgiving 2021, and she did not recall seeing him in the office in December 2021 and she did not recall him doing any work for MDEAT in December 2021.

### 3. Sworn Statement of Eric Johnson

On February 11, 2025, your staff took the sworn statement of Mr. Eric Johnson. Mr. Johnson was employed as the Housing Program Administrator for MDEAT from March 2007 until he retired in April 2024. He described his work for MDEAT as overseeing the actions of MDEAT’s Housing Division until Respondent was hired as Housing Program Chief in 2022. Mr. Johnson stated that he has known Respondent since 2000 or 2001 when Mr. Johnson was working for Citibank and Respondent was employed as the president of BAC. Mr. Johnson further noted that he had been contracted to edit BAC’s loan books in 2006. Due to personal health issues around 2021 and 2022, Mr. Johnson stated that he could not clearly recall when Respondent left MDEAT.

When questioned about a June 2022 meeting between MDEAT staff and BAC personnel, Mr. Johnson recalled that BAC had come to MDEAT regarding funding because MDEAT was seeking to provide funding for economic development projects. Mr. Johnson recollected that Mr. Marquis Best would have arranged the meeting. Mr. Johnson explained that his role in the meeting was one of experience, particularly with regard to the competitive process and to ensure compliance with the state rules regarding the expenditure of surtax funding. He stated that he informed Mr. Best and Respondent, as well as the Complainant, that BAC would need to put together a packet presenting how much funding they had from other sources and how much of their own funding they had for a particular project. He further noted that Mr. Best, Respondent, and Complainant all appeared enthused about the co-development opportunity with BAC. However, Mr. Johnson recalled taking issue with BAC’s representatives and their willingness to provide financial documentation regarding the project being discussed.

Mr. Johnson stated that he recalled having more than one conversation with Respondent about conflicts of interest and County protocol generally, but he did not recall any conversations about any specific concern regarding Respondent and BAC. Mr. Johnson stated that he did not observe Respondent trying to steer MDEAT business toward BAC intentionally. However, Mr. Johnson observed that Respondent faced pressure to expend funds within the fiscal year because the funds had been budgeted for programing and were a first-time expenditure, and Respondent “being new and needing and looking for a home run, I mean there’s a lot at stake at that point, so how rationally clear thoughts and actions are under those circumstances varies by the person.”

Regarding the award of a sole-source contract to BBIF for the administration of the Construction Development Loan Program, Mr. Johnson stated that he did not know the rationale behind the

decision, but he noted that it was his understanding that the decision to move forward with a sole-source contract would have been Respondent's because he was the head of the division overseeing the project. However, Mr. Johnson stated that the proposal would have been reviewed by the assistant county attorney assigned to MDEAT. Mr. Johnson further recalled that he had a conversation with Respondent regarding Mr. Johnson's views on the procurement process and of the need to ensure that, when recommending the use of a sole-source contract, a level of due diligence must be done to withstand outside scrutiny. When asked specifically about this project, Mr. Johnson opined that it was his view that Respondent did a good job preparing information and documents in support of the sole-source contract with BBIF. Mr. Johnson also opined that community development and affordable housing is a very small circle and that BBIF has been a significant player in that circle.

When asked if the County could have administered the construction loan program instead, Mr. Johnson advised that MDEAT did not have the capacity to do so, but he acknowledged that another County department may have been able to do so. He also acknowledged that he did not know what vetting process was used to choose BBIF.

#### 4. Sworn Statement of Matthew Tisdol

On February 14, 2025, your staff took the sworn statement of Mr. Matthew Tisdol. Mr. Tisdol was employed as a Legislative Analyst with MDEAT from 2022 until January 2024. His duties involved assisting with all legislative matters and the department's five-year plan.

Regarding the Memorandum of Approval submitted to the MDEAT Board of Directors at their December 22, 2022, meeting, as referenced in Exhibit X discussed above, Mr. Tisdol stated that Respondent was likely responsible for putting together the list of CDFIs contained in that memorandum. He further stated that Mr. Cameron Floyd, a former employee of MDEAT, may have been responsible for conducting the market research into CDFIs that could administer the Construction Development Loan Program, but that he, Mr. Tisdol, did not do that research. Mr. Tisdol further discussed his perception that Respondent had an apparent disregard for process in favor of whoever was a preferred candidate for a particular contract. Mr. Tisdol discounted the notion that time would be a factor in considering the award of the sole-source contract to BBIF, noting that surtax funds do not expire. However, he noted that he did not work on the award of the sole-source contract to BBIF for administration of the Construction Loan Program.

#### 5. Sworn Statement of Cameron Floyd

On March 4, 2025, your staff took the sworn statement of Mr. Cameron Floyd. Mr. Floyd was employed as a Research Analyst for MDEAT from May 2022 to November 2023. His duties involved assisting all divisions of MDEAT with data analysis.

In relation to the conduct of procurement, Mr. Floyd stated that he suggested to both Mr. Diggs and Respondent that the then-extant Miami-Dade Public Housing and Community Development Department ("PHCD") was a good resource for MDEAT to use regarding procurement. Specifically in relation to researching CDFIs, Mr. Floyd stated that he remembered drafting a spreadsheet of a short list of CDFIs in South Florida and provided that information to Respondent and to the Complainant, and potentially to Mr. Best. He noted that the list was short, and that he did not conduct market research into the CDFIs. Mr. Floyd specified that market research would entail determining how many funds and grants administered by the individual CDFIs and the

typical costs of servicing loans for each entity. He noted that he did not contact the CDFIs; rather, he compiled a spreadsheet and presented the list of CDFIs.

Regarding the award of the sole-source contract to BBIF, Mr. Floyd stated that he did not know why a sole-source contract was awarded to BBIF. However, he recalled that there was a sense that time was of the essence to expend funds that had been awarded in the previous year's budget to ensure that the Construction Development Loan Program started. He explained that the BCC gave MDEAT the authority to activate funds for the benefit of moderate to low income individuals in support of the Construction Development Loan Program and that there was a concern that if the funds were not allocated then the BCC may not give MDEAT the authority to activate them again. As to the award of the loan servicing contract to BBIF, Mr. Floyd opined that, in his view, the loan servicing could have been handled within the County because similar programs were already being handled at PHCD, and he noted that he had made his views known to Respondent.

As to the disbursement of funds under the Construction Development Loan Program, Mr. Floyd stated that he did not have any knowledge regarding the matter. However, he did note that there was a similar "use it or lose it" attitude at MDEAT regarding disbursement of funds under that program.

6. Sworn Statement of Lawanda Wright

On March 24, 2025, your staff took the sworn statement of Ms. Lawanda Wright. Ms. Wright is employed by SBD. Her duties involve the recruitment of local businesses to the small business program, and to give them business development resources. Ms. Wright indicated that she was familiar with BBIF and serves in an uncompensated capacity on their technical assistance and procurement committee as part of the duties of her County position. She stated that BBIF does trainings for the business community and part of her job is to liaise between small businesses and entities like BBIF. She explained that BBIF provides capital, training regarding the use of said capital, and financial literacy training. She stated that, at some point, Respondent became the contact for BBIF in the South Florida region. She acknowledged receiving loan applications from Respondent when he worked for BBIF, and she stated that it was possible that she provided those applications to small businesses in need of funding. With regard to a January 26, 2022, virtual meeting she hosted regarding BBIF's loan program, as referenced in Exhibit L discussed above, she stated that these types of events are purely for entities like BBIF to share information with small businesses, and the small businesses are not required to do business with the presenter. Ms. Wright noted that she is uncertain what benefit BBIF gets from providing capital to small businesses beyond getting to say that they served a certain number of entities in the community. She further stated that, to her knowledge, BBIF does not charge for the training it provides.

7. Sworn Statement of Marquis Best

On April 4, 2025, your staff took the sworn statement of Mr. Marquis Best. Mr. Best is employed by MDEAT as an Administrative Officer 2, having started there in 2022. He stated that his duties are as a construction development specialist. He stated that his primary responsibility has been MDEAT's Home Rehabilitation Program. He stated that Respondent trained him regarding MDEAT's housing and land acquisition programs, and that Respondent was his direct supervisor.

When asked about the June 2, 2022, meeting between MDEAT and BAC staff, Mr. Best stated that he did not remember the meeting. However, Mr. Best went on to say that he wanted to meet with Miami-Dade County developers and that it was his idea to set up a meeting with BAC. He

elaborated that he was aware that BAC had a planned project to build condos and townhomes, and that he discussed that with individuals at BAC and it sounded like a project with which MDEAT could help. When shown a copy of notes from the June 2, 2022, meeting, as referenced in Exhibit W discussed above, he stated that the purpose of the meeting was to determine whether it would make sense to pursue funding BAC's project. Mr. Best asserted that they conducted similar meetings with other developers. He further stated that even though the content of e-mails exchanged about the matter indicated that a deal had been struck, there was no actual deal sealed and that the point of the meeting was to gather information and discuss the funding. He acknowledged that he again met with individuals from BAC on June 13, 2022, regarding the BAC project.

Regarding his research into CDFIs, Mr. Best stated that Respondent tasked him with creating a list of CDFIs. He also recalled discussing Florida CDFIs with Respondent, and that the purpose of the list was for him to get to know them and let them know about MDEAT's land acquisition program. He ultimately e-mailed Respondent with a shorter list of CDFIs on December 15, 2022, as referenced in Exhibit T discussed above, but he did not know how he narrowed the list or why he sent the list to Respondent. Furthermore, Mr. Best initially stated that he did not recall meeting with or reaching out to any CDFIs to see if they were capable of administering the program. However, later in his interview when shown two e-mails from November and December 2022, as referenced in Exhibits R and V discussed above, Mr. Best stated that he reached out to CDFIs at that time, but he did not recall how many he reached out to and whether he had discussions with them via telephone or e-mail. Mr. Best further noted that he thought Respondent had to reach out to multiple CDFIs as part of the procurement process, but that he did not recall being present when Respondent did so.

As to BBIF generally, he stated that he did not have an opinion regarding whether they were a good company with which to work, and he did not recall whether Mr. Diggs or Respondent had an opinion regarding the same. Mr. Best asserted that he did not recall who selected BBIF as the CDFI to administer the construction loan program because he was not responsible for the program. Mr. Best recalled working with SPD staff on revisions to an RFP for a commercial loan and equity portfolio consultant for the construction and land acquisition loan programs. He stated that he did so at Respondent's request. He also did not recall working with SPD staff to find people for a selection committee for the RFP, and an e-mail documenting his participation in identifying potential selection committee members, as referenced in Exhibit S discussed above, did not refresh his memory. He further stated that he did not know why the process regarding the RFP stopped and did not recall speaking about it with either Mr. Diggs or Respondent.

When questioned regarding a December 15, 2022, e-mail that Mr. Best sent to BBIF, as referenced in Exhibit U discussed above, in which he asked for documentation to support MDEAT's assertion that BBIF will be the best CDFI to choose from, Mr. Best stated that he did not know why BBIF was the best CDFI. He elaborated that no one at MDEAT indicated to him that BBIF was the best CDFI, and he stated that he may have used Chat GPT to draft the e-mail, noting that he frequently used it to draft e-mails.

Finally, with regard to the process by which developers apply to participate in the construction loan program, Mr. Best stated that three developers were getting funding under the program to his knowledge. He further stated that the application process was handled by BBIF.

## 8. Sworn Statement of William Diggs

On May 13, 2025, your staff took the sworn statement of Mr. William Diggs. Mr. Diggs is employed as the Executive Director of MDEAT and has been in that position since December 6, 2021. He advised that there are four divisions of MDEAT: Regulatory and Research, Housing, Economic Development, and Youth Services. When he started at MDEAT, Mr. Diggs stated that Respondent was running the Economic Development Division. However, he advised that he has known Respondent for many years. He specified that they met when Mr. Diggs worked as the Chief Executive Officer (“CEO”) of the Miami-Dade Chamber of Commerce and served on BAC’s board when Respondent was BAC’s president/CEO.

As to requests for leave by MDEAT employees, Mr. Diggs acknowledged that he was responsible for the approval of leave for MDEAT employees as Executive Director, but he noted that when he started a lot of help came from Ms. Harris, the department’s DPR, regarding leave approval. Regarding Respondent’s leave prior to Mr. Diggs’ start date, Mr. Diggs stated that he was not responsible for authorizing leave prior to that date. When shown a copy of the leave slip in which Ms. Pollock indicated that Mr. Diggs approved Respondent’s leave prior to December 6, 2021, as referenced in Exhibit F discussed above, Mr. Diggs stated that he did not recall having a conversation with Respondent regarding the approval of sick leave prior to Mr. Diggs’ start date with MDEAT. Furthermore, while he did not recall Respondent taking sick leave, Mr. Diggs acknowledged that he must have authorized it. However, Mr. Diggs noted that he had primarily worked in the private sector prior to starting with MDEAT and he did not place great significance on the kind of leave taken; rather, he stated that he focused only on whether work got done. He further noted that he has relied on his employees to accurately report the reason for their leave and for MDEAT’s DPR to know County and agency leave policies. Furthermore, Mr. Diggs stated that he did not knowingly permit Respondent to work at BBIF while taking sick leave from his County position.

As to Respondent’s departure from MDEAT, Mr. Diggs stated that he recalled seeing Respondent at MDEAT’s office before Respondent resigned, but that he did not recall when he last saw him in the office in 2021. He stated that Respondent did not have a second job in 2021 while Respondent was working for the County. He believed that Respondent submitted a letter of resignation, and he did not recall having any discussion with Respondent about his resignation date getting moved to later in December.

Following Respondent’s departure from MDEAT, Mr. Diggs acknowledged receiving an e-mail from Respondent, as referenced in Exhibit M discussed above, in which Respondent attached BBIF loan application documents to share with businesses needing financing. Mr. Diggs stated that this e-mail would have given him pause, knowing what he knows now in light of the restriction on post-employment lobbying.

Regarding Respondent’s return to County employment, Mr. Diggs stated that he recruited Respondent to return to County service, noting that he believed Respondent to be the right individual to run MDEAT’s Housing Division. Mr. Diggs acknowledged that he knew that Respondent worked for BBIF before he hired him back to MDEAT. Mr. Diggs elaborated that he did not think that it would be an issue for Respondent to work on a County contract with BBIF once rehired at MDEAT. Specifically, Mr. Diggs elaborated:

that even having him to work on the BBIF account when he came back which is what I recruited him to do, I didn't think that there was a problem with it. I put him over the BBIF account knowing he came from there. I did that. I gave him that responsibility, without question. Bill Diggs did that. So, all this stuff with BBIF is absolutely unequivocally my fault. Cause I'm the one who hired him to come back and say I want to, there's a program, I like what they do, I know what they do, let's figure out if we can figure something out.

Mr. Diggs went on to say, "I am completely responsible for the BBIF Ed Miller relationship."

As to the selection of BBIF as the administrator of MDEAT's construction loan program, Mr. Diggs stated that he leaned on his staff to determine the best way forward. He stated that MDEAT staff reached out to four or five different entities, but he did not remember which were considered. He stated that he left the research to his staff. In reference to the list of CDFIs included in the MOA submitted to the MDEAT Board at their December 22, 2022, meeting, as referenced in Exhibit X discussed above, Mr. Diggs stated that it was Respondent's responsibility to do so. Mr. Diggs noted that he was very familiar with BBIF's work because of his prior experience with his past employers. Mr. Diggs further observed that there are not a lot of businesses in the African American community that do housing work like what BBIF does, which is one of the major challenges for the community. As to the ultimate decision to proceed with a sole-source contract with BBIF, Mr. Diggs stated that staff informed him that BBIF had an online portal and that they decided it was the best. However, Mr. Diggs stated he was looking to find ways to work with BBIF because he liked how they approached the community. He further observed that he did not think that Respondent had used his County position to get business with BBIF, and that it would be unfair to say that Respondent lassoed him into having MDEAT work with BBIF. Insofar as timing was a factor in the decision to award a sole-source contract to BBIF, Mr. Diggs stated that there was an interest in trying to get the project out because of the annual budgeting of funds. Nevertheless, Mr. Diggs acknowledged that, as of the date of his recorded statement, none of the projects that have been designated for funding under the program had started construction.

Regarding the process by which developers can participate in the loan programs, Mr. Diggs stated that BBIF is responsible for screening and selecting the developers who can participate in the program. He described the application process as an open enrollment or rolling process, stating that qualified applicants who complete the paperwork and achieve a certain score are awarded funds. He likened the process to qualifying for a loan from a bank. Mr. Diggs stated that he was not involved in creating the application process, though he thought that Respondent would have worked with BBIF on it. Specifically with regard to the award of funds to BAC, Mr. Diggs stated that he did not instruct any of his staff to award a loan to BAC. He further stated that he is not aware of Respondent instructing anyone to award funds to BAC. As to his relationship with BAC, he stated that he has known about them for over twenty years, served on their board, and is friendly with the president and CEO of BAC. Mr. Diggs acknowledged meeting with the operator of BAC and the operator of NANA, which was also awarded funds under the program. When asked about Respondent's past connection to BAC, Mr. Diggs explained that he did not think that Respondent would have any incentive to help BAC because Respondent had been fired from his prior role with BAC. Mr. Diggs further described soothing Respondent's feelings about the current president and CEO of BAC.

With regard to MDEAT records, Mr. Diggs stated that Ms. Harris, MDEAT's DPR, has responsibility for the department's personnel files. Mr. Diggs noted that he does not get involved in public records requests. However, he did note that he was aware of public records requests from Complainant, and that they involved the County Attorney's Office in the matter due to the large volume of requests. He further noted that he instructed staff that they needed to account for the manpower used to respond to the public records requests so that MDEAT could properly charge for the work. However, he stated that he did not direct them to assess a specific amount. Finally, Mr. Diggs stated that he was unaware of whether any MDEAT documents were missing.

#### 9. Sworn Statement of Roshawn Harris

On June 3, 2025, your staff took the sworn statement of Ms. Roshawn Harris. Ms. Harris is employed as the Senior Human Resources Manager for MDEAT. Ms. Harris stated that she started with MDEAT in October 2020, and she noted that her starting position was as DPR.

Regarding her relationship with Respondent, Ms. Harris stated that she knew him when he worked at BAC because she worked for a different organization in the same office building. She stated that she was also familiar with Mr. Diggs prior to working with him at MDEAT because of his work at the Miami-Dade Chamber of Commerce.

Regarding who authorized leave requests in November and December 2021, Ms. Harris stated that it would have been the Executive Director of MDEAT at that time. She noted that, when the prior Executive Director left the agency, Ms. Pollock was responsible for leave approval. Ms. Harris disclaimed responsibility for approving leave at that time. Ms. Harris stated that when she started with MDEAT Ms. Pollock was performing the DPR's duties and that Ms. Pollock did not release the reins to her. She further explained that Ms. Pollock retained some time reporting responsibilities as Respondent's supervisor during this time, and she did not recall whether Mr. Diggs took over approving leave in December 2021. When shown the leave slips submitted by Respondent for leave in December 2021, as referenced in Exhibit F discussed above, Ms. Harris stated that she did not remember seeing these leave slips. Ms. Harris also stated that she did not recall discussing with Respondent the requested leave days. Ms. Harris stated that she did not recall whether Respondent had any serious illness in 2021. As to the entry of the Respondent's sick leave into the County system, Ms. Harris stated that she did not know who made the entries, but stated that it could have been her, Ms. Pollock, or Respondent, though she noted that only she or Ms. Pollock could approve the leave requests.

When asked about the County's policy regarding sick leave, Ms. Harris acknowledged that a doctor's note is required after three days of sick leave. Ms. Harris further noted that everyone at MDEAT knew that employees needed a doctor's note if they were going to be out for three or more days of sick leave. With regard to separating from County service, Ms. Harris stated that she understood that annual leave is paid out, but that only a portion of sick leave is paid out if an employee has been with the County for a certain number of years.<sup>6</sup> She further acknowledged that

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<sup>6</sup> Per the Miami-Dade County Leave Manual, full time employees who retire or resign are eligible for payment of accrued sick leave up to one thousand hours. *See* Miami-Dade County Leave Manual §§ 02.08.01; 02.08.02 (revised Sept. 25, 2024). However, County employees hired after January 1, 2015, are not entitled to a payout of sick leave until they have thirteen or more years of continuous County service, with the percentage of the payout increasing with each subsequent year of continuous service until thirty-three years of County service. *See* Miami-Dade County Leave Manual § 02.08.03 (revised Sept. 25, 2024).

when a County employee separates from the County after a short period of time, then they do not get paid out for their sick leave.

When asked about Mr. Diggs' reliance on her guidance as DPR regarding leave, Ms. Harris stated he could not have relied on her when he started with MDEAT. However, when asked whether it would surprise her if Mr. Diggs testified that he did rely on her guidance regarding leave, she noted that it would not because she was the DPR and that he asked her questions related to her duties and, if she did not know, she would call the County's Human Resources Department.

Regarding Respondent's departure from MDEAT in 2021, she stated that she recalled receiving a resignation letter from him. When shown the three resignation letters uncovered by your staff through investigation, as referenced in Exhibits G, H, and I discussed above, she stated that she did not recall receiving multiple versions of the resignation letter, nor did she know why she only had one of the resignation letters in the personnel file. As to the discrepancy between the latest resignation date in the letters being December 23, 2021, and the County's separation records for Respondent reflecting a final termination date of December 27, 2021, as referenced in Exhibit E discussed above, Ms. Harris explained that the termination in the system is the day after the last day worked. She further explained that, because of the intervening Christmas holiday and weekend, that is why Respondent's final termination date in County records was December 27, 2021.

While Respondent was working for BBIF, Ms. Harris stated that he did not reach out to her about ongoing MDEAT activities or seek to influence her in the taking of any official action. She further stated that Respondent did not ask her to disclose any confidential MDEAT information. As to Respondent's return to MDEAT, Ms. Harris stated that Mr. Diggs created the position that Respondent was hired into when he returned to MDEAT. She further advised that Respondent's return to MDEAT was contemplated at least as early as April 2022.

#### 10. Sworn Statement of Respondent

On July 18, 2025, and July 30, 2025, your staff took the sworn statement of Respondent. Respondent acknowledged that he is currently employed as the Housing Program Chief for MDEAT, noting that he started that position on May 9, 2022. He advised that his responsibilities include operating and maintaining programs for MDEAT and ensuring that they use accepted accounting and finance principles. He further stated that his current position was created by Mr. Diggs to expand the Housing Division.

Prior to his current position with MDEAT, Respondent acknowledged that he had previously worked for MDEAT as its Economic Development Manager. His responsibilities in that position included performing business outreach and administering a grant program. Respondent elaborated that he worked for MDEAT from April 2019 until December 1, 2021, stating that he thought that was his last day with MDEAT. However, Respondent noted that Mr. Diggs had many questions for him and he remembered going to MDEAT's offices in the evening during this time to answer those questions. As to the reason for his departure from MDEAT, Respondent said he was unhappy with the work environment due, in his view, to Ms. Pollock's tyrannical behavior.

*a. Leave*

Regarding the leave Respondent requested near the time of his separation, when asked about the sick leave he requested for November 24, 2021, as referenced in Exhibit F discussed above, Respondent did not recall speaking with Mr. Diggs regarding his leave request. In discussing the leave Respondent took in December 2021, he did not recall any major medical procedures or illnesses, though he did make reference to a dentist appointment. When shown copies of leave slips from early December 2021, as referenced in Exhibit F discussed above, Respondent acknowledged that they were in his handwriting. When asked about the additional sick leave after December 10, 2021, as referenced in Exhibit E discussed above, Respondent stated that he did not recall asking for the leave or inputting his time into the electronic leave system. Respondent further stated that he did not ask Ms. Harris or any other MDEAT employee to give him sick leave from December 13 through December 23, 2021. However, regarding the security of his access to MDEAT's electronic systems, Respondent stated that he did not share his password with anyone else. Ultimately, Respondent asserted that Ms. Pollock informed him that he had not used all of his leave and instructed him to request his sick leave through December 10, 2021, with two sick days followed by a floating holiday. Respondent further asserted that Ms. Pollock was a stickler about documentation, but Respondent then stated that he did not recall Ms. Pollock requesting a doctor's note from him for the nine consecutive days of sick leave he took in December 2021. As to the disposition of unused time, Respondent asserted that he did not know what happens to unused leave when a person separates from the County. Respondent did not recall if he got paid by the County for his unused annual leave.<sup>7</sup>

*b. Resignation*

Regarding his resignation from MDEAT in 2021, Respondent acknowledged his signature on the resignation letter dated November 16, 2021. *See* Exh. G. On review of this resignation letter, Respondent stated that he believed his last day with MDEAT was November 30, 2021, acknowledging that he had previously indicated a date in early December 2021. However, Respondent did not recall moving his termination date with MDEAT. On review of the two unsigned versions of his resignation letter, as referenced in Exhibits H and I discussed above, Respondent recalled that Ms. Harris had indicated to him that the letter he submitted had some flaw, but he did not recall the specific issue. As to the change of dates, he stated that he was sure that he did so because he was instructed to by either Ms. Pollock or Ms. Harris, but that he did not recall changing his resignation date.

*c. Employment with BBIF*

Between his two periods of employment with MDEAT, Respondent recounted that he worked for BBIF as its South Florida Regional Director. He initially stated that he started with BBIF on December 2, 2021, and noted that it was a full-time position. He then acknowledged signing an offer letter with BBIF, as referenced in Exhibit J discussed above, that reflected his amended start date as December 1, 2021. However, he stated that he was not sure if that was his actual start date. Nevertheless, he agreed that he was not lying when he wrote in a December 2, 2021, e-mail to Ms. Wright that “[a]s of yesterday, I started a position with the Black Business Investment Fund.”

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<sup>7</sup> County pay records reflect that Respondent was paid \$6,163.62 net pay on January 14, 2022, for his annual leave. When shown a paystub reflecting this payment, Respondent stated he perhaps remembered receiving a deposit after he left his County position in 2021, but did not recall the amount.

See Exh. K. Regardless, Respondent testified that there was no overlap between his employment with BBIF and his employment with MDEAT in December 2021. Respondent went on to advise that his responsibilities in his position with BBIF included onboarding new business and liaising with community development vendors. Respondent stated that he worked for BBIF until May 6, 2022, and he advised that he was “heavily” recruited back to MDEAT by Mr. Diggs. In discussing the application process and the submission of his resume, as referenced in Exhibit CC discussed above, he acknowledged that he omitted his current employment with BBIF, but he explained that this was a mistake and that he was not trying to conceal his employment with BBIF. Respondent further agreed that both Mr. Diggs and Ms. Harris knew that he worked for BBIF at the time of his re-hiring.

Regarding his December 2, 2021, communication with Ms. Wright, as referenced in Exhibit K discussed above, Respondent stated that he sent BBIF’s loan applications to her because he knew that SPD helped people to find financing. Regarding the February 22, 2022, e-mail that Respondent sent to Mr. Diggs and Mr. Simmons, as referenced in Exhibit M discussed above, Respondent explained that he sent the e-mail so that he could help people.

*d. CDFI Selection Process and BBIF Sole-Source Contract*

Regarding the decision to hire an outside entity to manage MDEAT’s Construction Development Loan Program, Respondent advised that it was his understanding that the County could not originate commercial loans itself. He further stated that he wanted a third party to manage the commercial loans, rather than having himself or another County employee do it, to ensure that the application process was not a political one. Respondent acknowledged that he recommended to Mr. Diggs that MDEAT should look at a CDFI to operate the Construction Development Loan Program. He advised that he provided Mr. Diggs with a list of local CDFIs who could operate the program. Respondent further stated that he communicated with an individual in the Miami-Dade Strategic Procurement Department (“SPD”) regarding the details of a competitive procurement process and that he was informed it would take a year to get a CDFI chosen to operate the program. Respondent stated that Mr. Diggs did not find this timeline acceptable and directed Respondent to explore with the County Attorney’s Office the possibility of hiring a CDFI through a sole-source contract. Respondent elaborated that it was Mr. Simmons’ idea to explore a sole-source contract. Respondent further advised that he spoke with an Assistant County Attorney who advised him on how to go through the process of the award of a sole-source contract.

Regarding a sense of urgency to move the Construction Development Loan Program forward, Respondent stated that Mr. Diggs indicated that they needed to implement the program quickly. Respondent elaborated that Mr. Diggs appeared impatient with government processes, explaining that Mr. Diggs felt that MDEAT had amassed funds negligently that should be disbursed to help the community. Respondent further noted that the disbursement of funds would help MDEAT to garner additional funds.

As to the selection of an entity as the operator of MDEAT’s Construction Development Loan Program, Respondent advised that he and his colleagues devised two primary criteria: 1) the technological ability to handle the volume of documents anticipated, and 2) the ability to manage loans related to construction and development. Respondent also reiterated several times that Mr. Diggs indicated to Respondent that he preferred to have a black-run entity operate the program. As to interactions Respondent had with CDFIs, Respondent indicated that he had discussions with people associated with several different CDFIs, including BBIF, the Miami

Bayside Foundation and Ten North Group (formerly the Opa-Locka Community Development Corporation). However, Respondent conceded that he only sent BBIF a copy of the memorandum describing the Construction Development Loan Program, as referenced in Exhibit O discussed above. Respondent asserted that the reason for this is because of conversations had with those other entities, and with regard to two of the CDFIs, his perception that they would not manage the program because they either were not ready or wished to participate in the program. Respondent noted that there was a strong CDFI in Tampa, Neighborhood Lending Partners, and that this CDFI was favored by some members of MDEAT's Housing Advocacy Action Committee ("HAC").<sup>8</sup> Respondent recalled MDEAT staff reaching out to this CDFI. However, Respondent stated that this CDFI did not have an office in Miami and that Mr. Diggs preferred a black-run CDFI for this program. Respondent also stated that MDEAT considered BAC to operate the program, but they discarded this idea because BAC could not operate the program and also receive a loan through the program.

Respondent stated that, as of July 2022, he was pursuing a competitive process for the selection of a CDFI. When shown an e-mail chain he exchanged with SPD staff in September and October 2022, as referenced in Exhibit P discussed above, Respondent noted that he was still pursuing the competitive solicitation process for the selection of a CDFI and the exchange showed that they were teaching him the process. Furthermore, when shown the October 19, 2022, e-mail to Mr. Best with a list of CDFIs, as referenced in Exhibit Q discussed above, Respondent advised that he did not compile this list of CDFIs; rather, he sent this publicly available list of CDFIs to Mr. Best because he had asked Mr. Best to help him with the process, to ensure that the listed entities were CDFIs, and to provide him with a list of CDFIs based in Florida and Miami-Dade County. With regard to the December 15, 2022, e-mail from Mr. Best to Respondent, as referenced in Exhibit T discussed above, Respondent stated that this list of CDFIs was chosen with the help of his colleagues – Messrs. Best and Simmons – as well Complainant and himself. He elaborated that they chose these CDFIs because they had an office in Miami-Dade County.

Additionally, when shown a December 12, 2022, e-mail with a list of potential members of a selection committee to select the CDFI in a competitive process, as referenced in Exhibit S discussed above, Respondent stated that the procurement process was, at this point, continuing needlessly. However, Respondent stated that he did not know when they stopped working on the competitive selection process for the CDFIs.

When shown a December 19, 2022, e-mail Respondent sent to Mr. Diggs referencing a presentation from BBIF "reflecting that it is best suited to serve as MDEAT's contractor," as referenced in Exhibit U discussed above, Respondent advised that he believed that BBIF was best suited for that role because they had experience in construction lending and they had an online portal to receive application documents. He elaborated that he knew BBIF because he had worked with them, just as he had worked for or with others, and so he knew their strengths and weaknesses. Respondent further explained that BBIF was Mr. Diggs' preferred CDFI candidate independent of Respondent's own feelings, and that Mr. Diggs was familiar with BBIF's CEO. Respondent also

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<sup>8</sup> The HAC is an advisory committee operated by MDEAT made up of individuals representing mortgage lenders, real estate professionals, housing development, title agents and attorneys, housing counseling agencies and other subsidy program providers. The purpose of the HAC is to "discuss issues that impact affordable housing and affordable housing availability in Miami-Dade and come up with solutions." See *Housing Advocacy Action Committee*, [https://www.miamidade.gov/global/government/trusts/economic\\_advocacy/housing-advocacy-committee.page](https://www.miamidade.gov/global/government/trusts/economic_advocacy/housing-advocacy-committee.page) (last visited Nov. 24, 2025).

said that, after Mr. Diggs indicated that the competitive process would take too long, Mr. Diggs directed Respondent to focus on BBIF as a candidate. Respondent disclaimed exerting any pressure on Mr. Diggs to select BBIF, noting that Mr. Diggs had a strong personality and asserting, “listen, you do not exert pressure on Bill Diggs.”

As to the Memorandum of Approval for the sole-source contract presented to the MDEAT Board on December 22, 2022, as referenced in Exhibit X discussed above, Respondent stated that he authored the document in partnership with Mr. Simmons and the Complainant, and that it was reviewed by an assistant county attorney. With reference to the due diligence performed as indicated in the memorandum, Respondent stated that this involved a review of BBIF’s tax returns and financial statements to ensure that they were fiscally healthy. With regard to the statement he made during the December 22, 2022, MDEAT Board meeting that other CDFIs were not interested, Respondent explained that he spoke with CDFIs over the phone or in person about operating the Construction Development Loan Program, but that they were not ready to do so. Respondent recalled that Ten North did not have an underwriter in place at the time, and that Bayside Foundation had lost some of its staff around that time. When asked about each of the CDFIs listed in the Memorandum of Approval for the sole-source contract, as referenced in Exhibit X discussed above, Respondent recalled that:

- the Black Economic Development Coalition, Inc.,<sup>9</sup> was run by the same person who operated NANA, and while he reached out and spoke with them, NANA was interested in participating in the loan program rather than operating it;
- the Community Fund of North Miami-Dade, Inc.,<sup>10</sup> dealt with smaller businesses and did not do construction development lending, though he noted that he spoke with them;
- the Florida Community Loan Fund<sup>11</sup> was an entity to whom he may have personally spoken with, but he stated that he was unsure about their presence in South Florida and did not recall if they expressed any interest in the loan program;
- Miami Bayside Foundation, Inc.,<sup>12</sup> was an entity he spoke with, but they were not ready to operate the loan program and did not do real estate development lending;

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<sup>9</sup> The Black Economic Development Coalition, Inc., does business as Tools for Change, and describes itself as a “non-profit CDFI loan fund that provides small business loans and development services to low-moderate income, minority, veteran owned, woman owned, small businesses and entrepreneurs.” See *Tools for Change*, HOME, <https://tfcmiami.org/> (last visited Nov. 25, 2025).

<sup>10</sup> The Community Fund of North Miami-Dade, which also refers to itself as the Ten North Community Fund, describes itself as a subsidiary of the Opa-locka Community Development Corporation that specializes in bridging the gap between small businesses, and the capital and education they need to capture their economic potential. See *About Us*, <https://www.cfnmd.org/about> (last visited Nov. 25, 2025).

<sup>11</sup> The Florida Community Loan Fund describes itself as a statewide CDFI that is “dedicated to improving low-income communities throughout Florida by delivering flexible financing and staff expertise.” See *About Us*, <https://fclf.org/about-us> (last visited Nov. 25, 2025).

<sup>12</sup> The Miami Bayside Foundation describes itself as “a CDFI that lends to minority and women-owned businesses that do not qualify for traditional financing and trains their owners on how to better run those businesses.” See *Loan Programs*, LOANS, <https://miamibaysidefoundation.org/loan-programs/> (last visited Nov. 25, 2025).

- the Miami Postal Service Credit Union<sup>13</sup> was an entity to whom he reached out, but recalled that real estate lending was not something that they did, though he did recall that they had an online portal;
- Miami-Dade Affordable Housing Foundation, Inc.,<sup>14</sup> was an entity that he did not reach out to personally, though he noted that one of the other MDEAT staff must have done so, and he did not recall whether they were interested in operating the loan program;
- Neighborhood Housing Services of South Florida, Inc.,<sup>15</sup> was an entity with whom he spoke, noting that the lady he spoke with indicated that they were not interested;
- Neighborhood Lending Partners of Florida, Inc.,<sup>16</sup> was an entity with whom he spoke and they expressed interest, but he recalled that they did not have an online portal; and
- Our Microlending, LLC,<sup>17</sup> was an entity with whom he spoke, but he recalled that they did not do real estate lending.

*e. Employment with BAC*

Respondent acknowledged that he worked for BAC for eighteen years, from 1993 until 2011. He further recounted that, for fourteen of those years, he served as BAC's president. He stated that he left BAC after BAC's executive committee fired him. Respondent further recounted that it was while he was working BAC that he met Mr. Diggs, who was then employed with the Miami-Dade Chamber of Commerce, because Mr. Diggs served on BAC's executive board.

*f. Developer Selection Process*

Respondent acknowledged that, on returning to MDEAT, he and several other MDEAT staff met with individuals from BAC on June 2, 2022. He did not recall who arranged the meeting, but he noted that he knew BAC wanted to borrow money for a project and that Mr. Diggs wanted Respondent to manage that relationship. Respondent stated that he understood BAC to be in

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<sup>13</sup> The Miami Postal Service Credit Union is a credit union based in Miami-Dade County. *See MPS Credit Union*, <https://www.mpscu.org/> (last visited Nov. 25, 2025).

<sup>14</sup> The Miami-Dade Affordable Housing Foundation, Inc., describes its mission as increasing “the ability of low and moderate income families to achieve home ownership by providing affordable mortgage financing and other related services supporting economic and community development.” *See Mission*, MIAMI-DADE AFFORDABLE HOUSING FOUNDATION INC, <https://www.guidestar.org/profile/65-0898790> (last visited Nov. 25, 2025).

<sup>15</sup> Neighborhood Housing Services of South Florida, Inc., describes itself as a “non-profit neighborhood revitalization organization committed to helping homeowners and strengthening neighborhoods.” *See Who is Neighborhood Housing Services of South Florida (NHSSF)?*, FAQs, <https://nhssf.org/about-nhssf/faqs/> (last visited Nov. 25, 2025).

<sup>16</sup> Neighborhood Lending Partners of Florida, Inc., describes itself as “a certified CDFI, and lending consortium of banking institutions that facilitate private investment for community revitalization and neighborhood preservation.” *See About Neighborhood Lending Partners, Inc.*, ABOUT, <https://www.nlp-inc.com/about/> (last visited Nov. 25, 2025).

<sup>17</sup> Our Microlending, LLC, is a CDFI that describes itself as “a lending company determined to help grow your business, regardless of its size,” and state’s that its main focus is “the microentrepreneur.” *See Get to know us a little bit more!*, ABOUT US, <https://ourmicrolending.com/about-us/> (last visited Nov. 25, 2025).

contact with the Mayor's Office and PHCD, in addition to MDEAT, in its efforts to raise funding for its development project. Respondent stated that he purposely included other MDEAT employees in meetings with BAC, and in the formulation of questions related to BAC's development project, because he did not want to be perceived as having any ill will toward BAC due to his past firing from that entity.

However, Respondent asserted that BAC was not the only developer with whom he and other MDEAT staff spoke regarding the Construction Development Loan Program. Respondent advised that MDEAT had an event at which the program was discussed. Respondent further advised that he assigned Mr. Best to put a workshop together, and that as a result Mr. Best contacted the developers about MDEAT's Construction Development Loan Program. When shown a screenshot of the MDEAT website describing the Contractors Connection Workshop, as referenced in Exhibit Y discussed above, Respondent explained that the purpose of the event was to let developers know that MDEAT was putting together the Construction Development Loan Program.

Respondent stated that he did not initially know that a competitive process or its equivalent needed to be put in place for the selection of developers for the Construction Development Loan Program. Rather, he explained that they created an open and rolling application process for the loan program. He modeled this application process on a similar application process operated by PHCD. He stated that there resulted in there being two application processes for applicants to the loan program: one application with MDEAT and one application with BBIF.

With regard to the open and rolling application process, Respondent stated that his responsibility was to ensure that the application process happened and that the developer applicants scored over the required minimum score. Respondent advised that, as part of the application process, BBIF had a loan committee that reviewed applications to the loan program. He elaborated that BBIF is responsible for the persons on its loan committee, not MDEAT. Respondent stated that he was not on BBIF's loan committee, and he was not involved in its processes. He said that prior to the payment of funds to BBIF for the loan program, BBIF's loan committee had to approve the loan.

As to the disbursement of funds by MDEAT under the loan program, Respondent explained that the disbursement of funds from MDEAT to BBIF meant that the developer applicants had initial approval, but that the funds were not yet disbursed to the developer. Respondent explained that if a developer did not meet all final conditions for the loan, then the funds would be reconditioned in a separate BBIF loan committee meeting and disbursed to another applicant.

*g. BAC's Loan Application*

Regarding BAC's application to participate in MDEAT's Construction Development Loan Program, Respondent stated that BAC was the first test rabbit for the process. When asked about issues that BAC had with BBIF's online portal, Respondent stated that he did not know why BBIF used a portal for the program that was structured for for-profit entities and included fields that a non-profit could not complete. Respondent recalled the e-mail BAC sent to BBIF on December 30, 2022, as referenced in Exhibit Z discussed above, regarding the issue with the portal, and he stated that he told BAC to deal directly with BBIF. Respondent stated that he did not help BAC with the application process. He noted that, by February 2023, BAC had completed the application process and obtained the required minimum score. Respondent stated that he and Mr. Simmons ensured that BAC's scoring process was accurate.

Respondent stated that BAC's application had to go before BBIF's loan committee. He elaborated that BAC went before the loan committee twice, and that the second time BAC requested additional funds for the loan due to the inflation of construction costs. As a result, BAC was approved for a \$1.5 million loan and was subsequently approved for a \$2.1 million loan. However, Respondent noted that while these funds were disbursed to BBIF, they were not disbursed to BAC as of the date of his statement. Finally, Respondent disclaimed any intent to secure funds for BAC.

*g. Resume*

Regarding the e-mail with his resume sent in 2023, as referenced in Exhibit DD discussed above, Respondent confirmed that when he wrote, "[v]ia the Construction Loan Program, [he] hired immediate past employer BBIF to lend \$1.5 million to another previous employer, BAC Funding Corporation as well as other developers," that this was a true statement. However, he did elaborate that the Construction Loan Program is the program that he "implemented." When asked to confirm that what he wrote on the resume was accurate, Respondent stated, "I am in the CDFI community, and we all know each other and that's . . . and we help each other."

*h. Public Records Requests*

Finally, regarding the public records request submitted by Complainant, Respondent advised that typically he is given a list of requested items by Ms. Harris, and he goes down the list of requested items to determine if he has any responsive documents. He stated he conducts keyword searches of his e-mail folders and various electronic drives. He noted that he produced any documents that he found that were responsive to Complainant's request to Ms. Harris and affirmed that he was not trying to conceal any documents. When shown the three documents produced pursuant to your investigator's request for "a copy of any documents, to include but not limited to notes/minutes and e-mails, pertaining to the June 2, 2022, MDEAT staff meeting with BAC Funding Corporation representatives," as referenced in Exhibit FF discussed above, he stated that it appeared he provided the documents to Ms. Harris. When asked why he had not produced the same documents in response to Complainant's public records request, Respondent stated that it must have been an oversight on his part. Similarly, when shown an e-mail that was not produced to either Complainant or your staff with notes from a meeting with BAC that Respondent sent to himself on June 20, 2022, as referenced in Exhibit W discussed above, Respondent stated that he assumed he wrote the notes and said that he did not know why he did not produce this e-mail, but he asserted that he was not hiding anything.

**III. Applicable Law**

**Miami-Dade County Ethics Code, Section 2-11.1(g)**, titled, "*Exploitation of official position prohibited*," states in pertinent part:

No [employee] . . . shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

**Miami-Dade County Ethics Code, Section 2-11.1(j)**, titled, “*Conflicting employment prohibited*,” states in pertinent part: “No [employee] . . . shall accept other employment which would impair his or her independence of judgment in the performance of his or her public duties.”

**Miami-Dade County Ethics Code, Section 2-11.1(k)**, titled, “*Prohibition on outside employment*,” states in pertinent part:

All full-time County and municipal employees engaged in any outside employment for any person, firm, corporation or entity other than Miami-Dade County, or the respective municipality, or any of their agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done pursuant to same and any amount or types of money or other consideration received by the employee from said outside employment. Said County employee’s reports shall be filed with the Ethics Commission no later than 12:00 noon on July 1st of each year, including the July 1st following the last year that person held such employment.

**Miami-Dade County Ethics Code, Section 2-11.1(m)**, titled, “*Certain appearances and payment prohibited*,” states in pertinent part:

No [employee] . . . shall appear before any County Board or agency and make a presentation on behalf of a third person with respect to any license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive compensation, directly or indirectly or in any form, for services rendered to a third person, who has applied for or is seeking some benefit from the County or a County agency, in connection with the particular benefit sought by the third person.

**Miami-Dade County Ethics Code, Section 2-11.1(q)**, titled, “*Continuing application after county service*,” states in pertinent part:

No person who has served as an . . . employee shall, for a period of two (2) years after his or her county service or employment has ceased, lobby any county officer, departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling, or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which Miami-Dade County or one (1) of its agencies or instrumentalities is a party or has any interest whatever, whether direct or indirect.

**Miami-Dade County Ethics Code, Section 2-11.1(x)**, titled, “*Prohibition on county employees and departmental personnel performing contract-related duties*,” states in pertinent part:

No [employee] . . . who was previously employed by or held a controlling financial interest in a for-profit firm, partnership or other

business entity (hereinafter "business entity") shall, for a period of two years following termination of his or her prior relationship with the business entity, perform any county contract-related duties regarding the business entity, or successor in interest, where the business entity is a county bidder, proposer, service provider, contractor or vendor.

**Miami-Dade County Citizens' Bill of Rights, Section A(3)**, titled, "*Public Records*," states in pertinent part: "All audits, reports, minutes, documents and other public records of the County and the municipalities and their boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public."

#### IV. Analysis

The Respondent, as Economic Empowerment Manager and/or Housing Program Chief of MDEAT, is subject to the provisions of the County Ethics Code because he is an employee of the County. The term "employee" is defined in the County Ethics Code as referring to "all other personnel employed by the County." County Ethics Code § 2-11.1(b)(6).

##### A. **Exploitation of Official Position Prohibited**

Section 2-11.1(g) of the Ethics Code prohibits County employees from using or attempting to use, "his or her official position to secure special privileges or exemptions for himself or herself or others . . . ." County Ethics Code § 2-11.1(g). The benefit, exemption, or privilege is "special" when it is procured solely because of the County official's position and is not available to others in the same fashion. *See* C22-60-10, *Public Report and Final Order* (citing RQO 00-15).

##### 1. Exploitation of Official Position – Procurement

One of the primary rationales underlying this provision of the Ethics Code is that a public officer or employee may not use his or her official position to secure the use of public resources for private use. *See* C24-13-05, *Letter of Instruction* (instructing that a City of Doral Councilwoman must take care to separate her private employment as an attorney and her public work for the City).

For example, a Lieutenant with the Miami-Dade Fire Department ("MDFR") exploited his public position when he caused MDFR to purchase over \$25,000 worth of equipment directly or indirectly from a company that he founded and for which he served as president. *See* C24-02-1, *Public Report and Final Order*. Furthermore, he directed MDFR to make those purchases knowing that his company could provide the items without competition from other suppliers. *See id.* Similarly, an aide to a City of Miami Commissioner exploited his city position by securing reimbursement to his private company for a fence his company built in a city park. *See* C08-20, *Public Report and Final Order*. Furthermore, the aide sought to circumvent city procurement processes related to the reimbursement by seeking two quotes for work that were not comparable from a single company for the work after it was completed. *See* C08-20, *Letter of Instruction*. Likewise, a Vice Mayor of Opa-Locka exploited her position when she sponsored and voted on resolutions that resulted in the city issuing a \$5,000 check to a keynote speaker who appeared at a private event sponsored by a foundation controlled by the Vice Mayor. *See* C11-16, *Public Report and Final Order*.

Additionally, a City Manager of the City of Homestead exploited his official position when he caused reductions of significant balances on two electric bills after their bills were forwarded to him by the City Mayor and evidence indicated that the City Manager did so to garner favor with the City Mayor. *See* C11-21, *Letter of Instruction*. A Senior Contract Manager for the Miami-Dade Water and Sewer Department exploited his official position when he “knowingly participated in a scheme to upend the playing field whereby applicants for a County job could be fairly selected based on their ability.” C09-13, *Letter of Instruction*. He did so by advising a staffing company responsible for filling a County vacancy that his son had applied for the position, causing his son’s application to be passed through the screening process whereby his son was one of three applicants interviewed out of over 100 applicants for the position. *See id.*

*a. BBIF Sole-Source Contract*

With regard to the award of the sole-source contract to BBIF to operate MDEAT’s Construction Development Loan Program, the evidence reflects that MDEAT staff began a competitive selection process to choose a CDFI to operate the program. On September 13, 2022, a County employee from SPD reached out to Respondent via e-mail and, pursuant to his request for them to conduct a competitive solicitation for the selection of a CDFI to operate the Construction Development Loan Program, they asked him to provide a scope of services and a completed Allocation Request Form. *See* Exh. P. After further exchanges, Respondent submitted via e-mail an Allocation Request Form signed by Mr. Diggs in October 2022, requesting SPD to begin the competitive process. *See id.* Discussion concerning potential members of an SPD selection committee continued into December 2022. *See* Exh. S.

Furthermore, e-mail exchanges between Respondent and Mr. Best show that a list of potential CDFIs was generated in October 2022, which Respondent sent to Mr. Best. *See* Exh. Q. Mr. Floyd testified that he conducted some research regarding CDFIs and provided a shortlist to Respondent, Mr. Best, and Complainant. Both Mr. Best and Respondent testified that Respondent directed Mr. Best to help him with the competitive selection process and, with the help of their other colleagues, they developed a short list of CDFIs, which Mr. Best sent to Respondent via e-mail on December 15, 2022. *See* Exh. T. Furthermore, there is evidence that Mr. Best reached out to at least two CDFIs referenced on the list generated by MDEAT staff and discussed with them MDEAT’s anticipated competitive process for the selection of a CDFI to operate the Construction Development Loan Program. *See* Exhs. R & V. Respondent also testified that he personally communicated with most of the CDFIs on the list, explaining why each of the other CDFIs were not chosen for the award of the sole-source contract.

However, the evidence reflects that months before this, in a June 25, 2022, e-mail, Respondent contacted BBIF advising that MDEAT would be creating the Construction Development Loan Program and would “need the servicing of loans and investments as we do not have the excellent infrastructure that BBIF has.” *See* Exh. N. Respondent further referenced that MDEAT was already receiving interest in the program from developers and asked if BBIF was interested in managing the loan portfolio and inquired how much they would charge. *See id.* On June 29, 2022, BBIF responded to the e-mail indicating that they were interested. *See id.* Later that same day, Respondent sent an e-mail to BBIF with an internal MDEAT Memorandum dated July 21, 2022, describing the Construction Development Loan Program. *See* Exh. O. Respondent, in his sworn statement, stated that he only sent this memorandum to BBIF, and not to any other CDFI that was considered. Respondent explained that he did not send the memorandum to BAC because it was anticipated that they would participate in the program, and he did not send it to Miami Bayside

Foundation because they were not ready. Furthermore, on July 6, 2022, Respondent e-mailed BBIF requesting “a rough number concerning the cost of BBIF managing the loan and investment portfolio.” *See* Exh. N. Respondent further wrote that he requested the estimate because, “I will be drafting a Memorandum of Approval for consideration of the Trust’s board to allow for us to go through the RFP process using your rough number as a guide.” *See id.*

Nevertheless, the testimonial evidence reflected that, as the timeline for the competitive selection process began to crystalize, a decision was made among MDEAT staff to instead pursue the award of a sole-source contract to BBIF. Both Mr. Johnson and Mr. Floyd testified that there was a sense of urgency regarding the expenditure of funds allocated to the Construction Development Loan Program, though Mr. Tisdol disagreed, noting that the surtax funds used to finance the program did not expire. Mr. Johnson further stated that Respondent faced pressure to expend funds within the fiscal year because they were a budgeted first-time expenditure he was “new and [was] needing and looking for a home run.” Respondent testified that Mr. Diggs directed him to explore the possibility of pursuing a sole-source after stating that the timeline for a competitive solicitation was not acceptable. He further noted that Mr. Diggs appeared impatient with government processes and that Mr. Diggs wanted to expend the funds MDEAT had procured in order to meet the community’s needs and to garner additional funding. Finally, Mr. Diggs testified that he wanted to get the project started in light of the annual budgeting of funds.

As to the decision to award the sole-source contract to BBIF, Mr. Johnson stated that it was his understanding that Respondent would have made the decision as Housing Program Chief. Mr. Floyd did not recall why the sole-source contract was awarded to BBIF. Mr. Diggs testified that he relied on his staff to discern the best way forward regarding the award of a sole-source contract to BBIF, though he noted that he had personal familiarity with BBIF’s work and that the community in which BBIF operated was small. Mr. Diggs stated that staff indicated to him that BBIF had an online portal and that they decided it was the best option. In contrast, Respondent testified that BBIF was Mr. Diggs’ preferred candidate to operate MDEAT’s Construction Development Loan Program, noting that Mr. Diggs was familiar with BBIF and wanted a black-run entity to operate the program. Both Mr. Diggs and Respondent testified that Respondent did not exert any persuasive influence on Mr. Diggs to persuade him to award BBIF the sole-source contract to operate the program.

Finally, as of December 2022, it became apparent that the decision had been made to request that the MDEAT Board award a sole-source contract to BBIF to operate the Construction Development Loan Program. On December 15, 2022, Mr. Best asked BBIF for a presentation explaining why they were the best choice to operate the program. *See* Exh. U. BBIF responded via e-mail on December 19, 2022, with a presentation, and they copied Respondent on the e-mail. Respondent then forwarded that presentation to Mr. Diggs, writing, “please find a deck from BBIF reflecting that it is best suited to serve as MDEAT’s contractor.” *See* Exh. U.

At the December 22, 2022, MDEAT board meeting, Mr. Diggs advocated for the award of a sole-source contract to BBIF. In support of that position, he cited BBIF’s asserted ability to allow applicants to apply through an online portal and their ability to understand real estate development. He further noted that, “we have a long term relationship with them from past experience.” An MDEAT Board Member inquired whether MDEAT staff had obtained any quotes from other CDFIs, and Respondent advised saying that they had not.

Here, there is probable cause to believe that Respondent violated Section 2-11.1(g) of the Ethics Code when he forwarded an internal MDEAT memorandum regarding the Construction Development Loan Program to BBIF and then requested an estimate from them to use in MDEAT's forthcoming procurement processes. These actions gave an unfair advantage to BBIF in the anticipated competitive procurement process by giving them detailed information about the program and the anticipated responsibilities of the CDFI in relation to the program. Respondent's actions also would have given BBIF an unfair advantage in the anticipated competitive procurement process because MDEAT's anticipated costs for the program would have been based on BBIF's own estimate, privileging its cost assessment over any other potential bidder. Indeed, on his 2023 resume, Respondent boasted that he "hired [his] immediate past employer BBIF to lend \$1.5 million to another previous employer, BAC Funding Corporation . . . ." See Exh. DD. Respondent's statement on his resume evinced his own understanding of how his actions affected BBIF. This Commission has been explicit that actions that undermine or manipulate County procurement processes are improper and constitute an exploitation of office. See C24-02-1, *Public Report and Final Order* (a Fire Lieutenant exploited his position when he directed purchases to be made knowing only a certain company could supply the items); C08-20, *Letter of Instruction* (an aide to a City of Miami Commissioner exploited his position when he sought to circumvent City procurement processes); see also C09-13, *Letter of Instruction* (a Senior Contract Officer exploited his position when he manipulated the hiring process in favor of his son). Similarly, Respondent's actions here constituted an exploitation of official position.

Respondent's above-described actions are also indicative of why Respondent should not have been given the responsibility of supervising this process because of his recent employment with BBIF, which ended only one month prior to his provision of MDEAT's internal memorandum to BBIF and his request for an estimate from them. Section 2-11.1(x) of the Ethics Code, known as the Reverse Two-Year Rule, prohibits County employees from performing "any county contract-related duties" related to their former employer for two years after entering County service. This is a broad prohibition with no specified exceptions. See RQO 17-04. However, by its terms, this prohibition is limited to County employees who were formerly employed by "for-profit firm[s], partnership[s] or other business entit[ies]." See County Ethics Code § 2-11.1(x); see RQO 10-05 (finding that the Reverse Two-Year Rule is limited to business entities); INQ 22-09 (noting that the Reverse Two-Year Rule only applies to for-profit entities and did not limit a Senior Director of Communications for the Office of the Mayor from interacting with his former nonprofit employer).<sup>18</sup> This Commission has nevertheless instructed that questions regarding the application of the Reverse Two-Year Rule should be directed to this Commission *prior* to any County employee engaging in any official action involving a former employer where that former employer is a County contractor or vendor. See RQO 17-04. While the Reverse Two-Year Rule would not have explicitly prohibited Respondent from performing any procurement or contract-related duties concerning BBIF because it is a nonprofit, it is apparent that Respondent's central involvement in the procurement process that involved his immediate former employer and resulted in the award of a sole-source contract to his former employer gave rise to a blatant appearance of impropriety.

These actions subsequently tainted with an appearance of impropriety Respondent's further involvement in the process by which MDEAT selected a CDFI to operate its Construction Development Loan Program. MDEAT ultimately abandoned the competitive selection process in

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<sup>18</sup> But see INQ 21-11 (advising a Senior Budget Analyst in the Office of the Commission Auditor whose former employer was a nonprofit that the Reverse Two-Year Rule prohibited him from performing any contract-related duties regarding his former employer).

favor of awarding BBIF a sole-source contract pursuant to Mr. Diggs' decision that the competitive process would be too time consuming, per the testimony of both Mr. Diggs and Respondent. Respondent's involvement in this process, including his e-mail to Mr. Diggs providing him with a presentation that Respondent framed as showing that BBIF was "best suited to serve as MDEAT's contractor" are tainted by Respondent's initially improper actions. *See* Exh. U. As such, Respondent's involvement marred with an appearance of impropriety the decision to proceed with a sole-source contract. However, whether MDEAT followed County regulations and policies when it pursued the award of a sole-source contract to BBIF for it to operate the Construction Development Loan Program on its behalf is outside the scope of this Commission's jurisdiction, and allegations of mismanagement or waste contained in the Complaints should be referred to the Miami-Dade Office of the Inspector General.

Accordingly, in light of the facts established and circumstances discussed above, there is probable cause to conclude that Respondent violated Section 2-11.1(g) of the Ethics Code. However, there is not sufficient evidence to establish probable cause to conclude that Respondent violated Section 2-11.1(x) of the Ethics Code.

*b. BAC Participation in the Construction Development Loan Program*

The records gathered and testimony taken by your staff reflect that BAC expressed interest in participating in the Construction Development Loan Program as early as June 2022. On June 2, 2022, Respondent participated in a meeting between MDEAT and BAC where they discussed BAC's anticipated receipt of a loan through the Construction Development Loan Program. *See* Exh. W. As to the genesis of that meeting, Mr. Johnson testified that BAC had come to MDEAT for funding and that Mr. Best had arranged the meeting. Mr. Best testified that he wanted to meet with various developers and that it was his idea to arrange the June meeting with BAC. Evidence supported the testimony that MDEAT generally informed the developer community about the Construction Development Loan Program, with MDEAT hosting a Contractors Connection Workshop in October 2022. *See* Exh. Y. Further evidence shows that BAC was not the only developer with whom Respondent discussed the Construction Development Loan Program, and he directed other developers to apply to the program once BBIF began operating it. *See* Exhs. AA & BB.

As to the directing of MDEAT funds to BAC generally, Mr. Johnson stated that he did not observe Respondent intentionally steering MDEAT funds toward BAC. Mr. Diggs went further, noting that Respondent would not have had any incentive to do so because he had been fired from his prior role with BAC. As for his part, Respondent acknowledged that he had worked for BAC for eighteen years, ending in 2011, but otherwise said that he had a neutral relationship with BAC, but that he did not want to meet with its staff alone; rather, he wanted others to be present.

With regard to the eventual participation of BAC in the Construction Loan Development Program, the evidence reflects that a traditional RFA process was not required for program participants, pursuant to County ordinance. *See* Miami-Dade County Code § 29-7. Evidence gathered by your staff reflect that BAC had issues with the online portal BBIF used to accept applications for the Construction Development Loan Program, and they copied Respondent on an e-mail to BBIF describing the issue. *See* Exh. Z. Respondent advised that he told BAC to work directly with BBIF to resolve the issue with the online portal and that he did not help BAC to complete their application. He further testified that BAC had to have its loan application approved by BBIF's loan committee, and that Respondent did not serve on that committee. Respondent further

elaborated that he was responsible for ensuring that the applicants to the loan program attained a specific score. Evidence further showed that MDEAT staff became aware that they had to create a separate, rolling application process after BBIF had started accepting loan applications, and that they did so modeled after a PHCD process. Your staff did not obtain evidence that contradicted Respondent's assertion that he was not involved in BAC's loan application process before the BBIF loan committee, nor did your staff obtain evidence that clearly established that Respondent manipulated the scoring process for BAC or any other loan applicant.

However, whether MDEAT may delegate to BBIF the decision-making role with regard to approval for participation in the Construction Development Loan Program, and whether BBIF, while acting on behalf of MDEAT in operating the program, has abided by all County regulations and policies are questions beyond the jurisdiction of the Ethics Commission and allegations of mismanagement or waste contained in the Complaints should be referred to the Miami-Dade Office of the Inspector General.

Accordingly, in light of the facts established and circumstances discussed above, there is not sufficient evidence to establish probable cause that Respondent violated Section 2-11.1(g) of the County Ethics Code.

## 2. Exploitation of Official Position – Sick Leave and Outside Employment

Another rationale underlying the provision prohibiting the exploitation of one's official position is the belief that, "the residents of Miami-Dade County . . . deserve a full day's work for a full day's pay." RQO 12-11 (finding fair and appropriate a County policy that required County real estate officers to place their professional licenses in inactive status to prevent them from engaging in outside employment that could lead to an exploitation of office). The Ethics Commission "has consistently held that a manipulation or false statement made by a County employee on their PAR [time report] amounts to an exploitation of official position." C11-07, *Letter of Reprimand*. For example, the Assistant to the Director of the Miami-Dade International Trade Consortium ("ITC") whose responsibilities included maintaining payroll attendance records for the ITC exploited his position by failing to record 90 hours of sick leave and 79 hours of annual leave, which resulted in him being paid for time that he did not work while being able to bank his annual and sick leave. *See* C05-27, *Settlement Order and Ethics Complaint*.

Furthermore, the interplay between the use of leave and outside employment has been addressed on several occasions. Specifically, County employees may engage in outside employment while on annual leave without violating the Ethics Code. *See* INQ 18-222; INQ 18-210; INQ 11-57; INQ 11-36; INQ 11-27; INQ 11-25; INQ 06-26. In contrast, County employees may not use sick leave to engage in their outside employment. *See* INQ 23-134; 09-194. For example, a Public Facilities Manager for Zoo Miami exploited her official position by reporting sick leave at her County position in order to engage in outside employment on two occasions. *See* C11-07, *Letter of Reprimand*. Similarly, the County Mayor's Chief of Staff exploited his position by falsely claiming administrative leave and destroying his leave slips. *See* C10-25, *Public Report and Order Accepting Settlement Agreement*.

Here, there is probable cause to believe that Respondent violated Section 2-11.1(g) of the Ethics Code in December 2021 by improperly claiming sick leave while working for BBIF. Specifically, the Leave Usage Report/Attendance for Respondent reflects that Respondent submitted requests for sick leave for December 2-3, December 7-8, and December 10-23. *See* Exh. E. Furthermore,

leave requests submitted by Respondent in his handwriting further confirm that Respondent requested sick leave for December 2-3, 7-8, and December 10, 2021. *See* Exh. F. Additionally, records reflect that Respondent submitted multiple resignation letters that shifted his last date of employment with MDEAT from November 30, 2021, to December 10, and ultimately to December 23, 2021. *See* Exhs. G-I. When asked about whether he experienced any major medical procedure or illness during this time, Respondent stated that he did not recall, though he noted that he may have gone to a dental appointment.

However, records reflect that Respondent started his employment with BBIF on December 1, 2021. *See* Exh. J. Respondent also acknowledged that he was not lying when, on December 2, 2021, he sent an e-mail to Ms. Wright in which he wrote, “As of yesterday, I started a position with the Black Business Investment Fund.” *See* Exh. K. Further e-mails with Ms. Wright show Respondent continuing to conduct business on behalf of BBIF during the days for which he claimed sick leave from the County, including a December 8, 2021, e-mail in which he followed up with Ms. Wright regarding a telephone call with her. *See id.* On December 20, 2021, he further discussed a joint County-BBIF event with Ms. Wright, the date of the e-mail being another day for which he claimed sick leave. *See* Exhs. E & K.

Furthermore, Respondent falsely asserted in his sworn statement that there was no overlap between his employment with BBIF and his employment with MDEAT in December 2021. Rather, the above-discussed records reflect that Respondent apparently structured his leave requests from December 1, 2021, through December 10, 2021, to consist of a floating holiday followed by two days of sick leave until he ran out of floating holidays in order to avoid the requirement that a doctor’s note be provided after three consecutive sick days. *See* Exh. E. Both Ms. Pollock and Ms. Harris testified that everyone at MDEAT knew about this requirement. In his sworn statement, Respondent sought to lay the responsibility for his sick leave requests at the feet of Ms. Pollock, asserting that she told him to structure his leave in the above-described manner. However, Respondent acknowledged that Ms. Pollock was a stickler for documentation. Ms. Pollock’s punctiliousness is reflected in the evidence gathered, with her handwritten note on the last sick leave request she approved for Respondent on November 24, 2021, in which she noted that the leave had been approved by the incoming MDEAT Executive Director, Mr. Diggs. *See* Exh. F. Furthermore, the spreadsheet provided to your staff by PIOD reflected that it was Ms. Harris, not Ms. Pollock, who approved Respondent’s sick leave in December 2021. As such, the evidence belies Respondent’s assertion that Ms. Pollock directed him to structure his leave in the fashion by which he chose to do so and instead reflects an intentional design. Respondent’s shifting resignation letters also reflect his intent to improperly claim sick leave when he had, in fact, stopped working for the County and had commenced his work for BBIF.

Accordingly, in light of the facts established and circumstances discussed above, there is probable cause to conclude that Respondent intentionally violated Section 2-11.1(g) of the Ethics Code.

## **B. Conflicting Employment Prohibited & Prohibition on Outside Employment**

The Ethics Code prohibits County employees from accepting outside employment, “which would impair his or her independence of judgment in the performance of his or her public duties.” County Ethics Code § 2-11.1(j). Furthermore, the Ethics Code requires all full-time County employees who engaged in any outside employment during the preceding year for any person, firm, corporation, or entity other than Miami-Dade County must file a statement that discloses the source of the outside employment, the nature of the work being done pursuant to same and

any amount or types of money or other consideration received by the employee for that outside employment. *See* County Ethics Code § 2-11.1(k)(2); *see also* RQO 17-03; RQO 16-01.

Outside employment is considered “any non-County employment or business relationship in which the County employee provides a personal service to the non-County employer that is compensated or customarily compensated.” RQO 17-03. Several factors are considered to determine whether a conflict of interest exists between an individual’s County position and his outside employment, including: the nexus between the public duties and the outside employment; whether the individual has decision-making authority over the same subject matter that the outside employment concerns; whether the individual solicits business or customers in the same area over which he has jurisdiction; whether the individual will come into contact with the same or similar people or entities in both his public position and outside employment; whether the positions have overlapping work hours; and whether the public entity with which the individual serves funds or has a contract with his outside employer. *See* RQO 17-01; INQ 21-66.

In practice, this Commission found that County real estate officers could not engage in outside employment as real estate agents because the autonomy given to their County position combined with extensive face-to-face, telephonic, and electronic communication involved in real estate work meant that County supervisors could not adequately monitor County real estate officers to ensure that they only engaged in County work during the County workday. *See* RQO 12-11. Similarly, an Administrative Officer 3 with the Miami-Dade Seaport Department could not engage in a second full-time job as a Commissioner on the Florida Public Service Commission (“PSC”) without giving rise to a prohibited conflict of interest because the daily duties of a PSC Commissioner would require him to engage in his outside employment during the regular business hours of his County position. *See* INQ 25-80. Furthermore, a supervisor of the Miami-Beach Police Department’s Criminal Analysis Unit violated the Ethics Code when he acted as a consultant for a private company with two letters of understanding with the department working for the company during city work hours. *See* C24-44-11, *Public Report and Final Order*. Additionally, an elected official of the City of Opa-Locka violated the Ethics Code and maintained conflicting employment when he worked for an apartment complex as a consultant to resolve problems with local government. *See* C19-05-02, *Advocate’s Proposed Public Report and Final Order*.

Here, there is probable cause to believe that Respondent violated Section 2-11.1(j) of the Ethics Code in December 2021 when he engaged in conflicting outside employment with BBIF while still employed by MDEAT. The evidence reflects that Respondent remained employed with the County through December 27, 2021, with his final resignation letter effective December 23, 2021, but with his termination date the following business day, which was December 27, 2021. *See* Exhs. E & I. As discussed above, Respondent started his employment with BBIF on December 1, 2021, as shown by the signed offer letter that reflected an amended start date of December 1, 2021, as well as an e-mail he sent from his new BBIF e-mail the following day indicating that he started work for BBIF on December 1, 2021. *See* Exhs. J & K. As detailed in the offer letter, BBIF’s South Florida Regional Director was a full-time position. *See* Exh. J. Furthermore, his duties included developing and growing BBIF’s office in South Florida. These job duties involved interacting with County employees, including MDEAT staff, as evidenced by Respondent’s immediate work on BBIF’s behalf in December 2021 with Ms. Wright and SBD to host a workshop in January 2022, as well as Respondent’s request to Messrs. Diggs and Simmons to provide any businesses that they know of that needed financing with BBIF loan applications. *See* Exhs. K-M.

As such, Respondent's work for BBIF conflicted with his employment as Economic Empowerment Manager with MDEAT in December 2021. First, he solicited business for BBIF in the same area – Miami-Dade County – over which he had jurisdiction, and both served the same purpose and function of assisting small businesses with funding and training.<sup>19</sup> Furthermore, as shown by the e-mail exchanges with Ms. Wright and Mr. Diggs, his outside employment brought him into contact with the same or similar persons as his work for MDEAT. *See* Exhs. K & M. Furthermore, his full-time work for BBIF occurred during the same working hours as his full-time County position, from which he improperly took sick leave in order to engage in his work for BBIF, as discussed above.

Aside from the conflicting nature of his work for BBIF in December 2021, Respondent was required to file a sworn report by July 1, 2022, indicating the source of his outside employment, the nature of the work he had done, and the amount or type of money or other consideration that he received from this outside employment. *See* County Ethics Code § 2-11.1(k)(2). Respondent was a full-time County employee from December 1 to December 27, 2021, and he then rejoined the County in May 2022, meaning that he was a full-time County employee at both the time that he engaged in outside employment with BBIF and at the time that he was required to file the annual disclosure, which was July 1, 2022. Respondent failed to file the required disclosure.

Accordingly, in light of the facts established and circumstances discussed above, there is probable cause to conclude that Respondent violated Sections 2-11.1(j) and 2-11.1(k) of the Ethics Code.

### **C. Certain Appearances and Payment Prohibited**

The County Ethics Code provides that no County employee may

appear before any County Board or agency and make a presentation on behalf of a third person with respect to any license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive compensation, directly or indirectly or in any form, for services rendered to a third person, who has applied for or is seeking some benefit from the County or a County agency, in connection with the particular benefit sought by the third person. Nor shall such person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the County or a County agency through the suit in question.

County Ethics Code § 2-11.1(m)(1).

Essentially, a County employee may not appear before any County board or agency on behalf of their employer or client. *See* RQO 25-51. This prohibition is broad and intended “to prevent cronyism by leveling the playing field for citizens who interact with their government,” and prohibits County employees from engaging in conversations with County officials or staff on

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<sup>19</sup> Compare *Small Business Resources*, SMALL BUSINESS AND ECONOMIC DEVELOPMENT, [https://www.miamidadegov/global/service.page?Mduid\\_service=ser154343669764511](https://www.miamidadegov/global/service.page?Mduid_service=ser154343669764511) (last visited Dec. 4, 2025), with *Who We Are*, ABOUT, <https://investors.bbif.com/about> (last visited Dec. 4, 2025).

behalf of third parties. RQO 12-10; *see also* INQ 22-158. Additionally, a County employee may not receive compensation for services rendered to an employer who is seeking a benefit from the County in connection with that benefit. *See* INQ 22-158 (a County Commissioner is prohibited from receiving any compensation from her non-profit employer in connection with the application for grant money from the County).

In practice, a City of Miami firefighter violated the Ethics Code when he represented private clients before the City of Miami Building Department on numerous occasions through his privately owned permit expediting company. *See* C06-11, *Public Report and Final Order Accepting Settlement Agreement*. Similarly, a member of the Miami-Dade Public Health Trust (“PHT”) Financial Recovery Board violated the Ethics Code when he contacted PHT employees to negotiate an outstanding bill and participated in settlement negotiations of claims involving the County. *See* C12-40, *Public Report and Final Dismissal Order*.

Here, there is not sufficient evidence to establish probable cause that Respondent violated Section 2-11.1(m) of the County Ethics Code. As discussed above, Respondent started working for BBIF on December 1, 2021. *See* Exhs. J & K. However, he continued to be employed by MDEAT as the Economic Empowerment Manager until December 27, 2021. *See* Exh. E. During that time, Respondent communicated with Ms. Wright, a Section Chief with SBD via e-mail and telephone about SBD and BBIF working together and planning events. *See* Exh. K. Ultimately, Respondent and some of his colleagues from BBIF participated in a workshop hosted by MDEAT in January 2022. *See* Exh. L. In her sworn statement, Ms. Wright stated that she was familiar with BBIF and explained that they are an entity that does trainings for the business community and provides capital to the same. She did not indicate that Respondent sought to do business with the County on BBIF’s behalf; rather, she indicated that it is part of her job to liaise between small businesses and entities like BBIF. As such, it does not appear from the evidence gathered that Respondent made a presentation to SBD with “respect to any license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit,” nor did he receive compensation for services rendered to BBIF on behalf of third party who was seeking some benefit from the County. Rather, Ms. Wright noted that she was unsure what benefit BBIF got from providing capital to small businesses beyond getting say that they served a certain number of entities in the community.

Accordingly, in light of the facts established and circumstances discussed above, there is not sufficient evidence to establish probable cause that Respondent violated Section 2-11.1(m)(1) of the County Ethics Code.

#### **D. Continuing Application After County Service**

Commonly known as the Two-Year Rule, the Ethics Code provides that no former County employee may, for a period of two years after leaving County employment, lobby any County officer or employee in connection with any “judicial or other proceeding, application, RFP, RFQ, bid, request for ruling, or other determination, contract, claim, controversy, charge, accusation . . . or other particular subject matter in which Miami-Dade County” has any interest. County Ethics Code § 2-11.1(q)(1); *see also* INQ 25-06. Generally, the Two-Year Rule is expansively interpreted to mean that all activities intended to influence an official decision or action of a municipal official or employee are considered impermissible lobbying. *See* RQO 13-07; INQ 23-132. As such, within the two-year period covered by the Two-Year Rule, former County officials and employees are prohibited from arranging or participating in any meetings, negotiations, oral presentations, or other discussions directly with County officials or staff for the purpose of influencing the County

elected official, staff, or employee to take any type of official action, decision, or recommendation. *See* INQ 16-151 (citing RQO 04-33, RQO 02-139); *see also* C24-20-06, *Letter of Instruction* (the former Director of PortMiami violated the Two-Year Rule when he attended high-level meetings between his new employer and County personnel with whom he had long-established relationships, and his presence alone gave the strong appearance that he was there to influence the decisions of the County personnel).

However, the Two-Year Rule specifically exempts from its provisions former County officials, departmental personnel, and employees who are now “employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of such entities in their official capacities.” County Ethics Code § 2-11.1(q)(2).

Here, the Two-Year Rule applied to Respondent from the last date of employment, meaning December 27, 2021, until he resumed County employment on May 9, 2022. Furthermore, his employer during this time, BBIF, was not a 501(c)(3) non-profit entity. Rather, according to publicly available federal tax records, BBIF was a 501(c)(4) entity. As such, the exemption to the Two-Year Rule did not apply to Respondent. *See* County Ethics Code § 2-11.1(q)(2); INQ 25-06 (finding that the exemption to the Two-Year Rule did not apply to 501(c)(6) tax-exempt entities).

Your staff obtained evidence that Respondent regularly interacted with Miami-Dade County staff during his time as South Florida Regional Director for BBIF. *See* Exhs. K-M. Some of those interactions happened while Respondent was still employed with MDEAT, as discussed above. Your staff also recovered e-mails that show Respondent appeared at a workshop presented by SBD in January 2022. *See* Exh. L. The purpose of the presentation appeared to be the offering of services to small businesses in Miami-Dade County, not to the County itself. Specifically, the workshop was not a County proceeding, application, RFP, RFQ, bid, request for ruling, or other determination, contract, claim, controversy, charge, accusation or other particular subject matter in which the County had an interest. *See* County Ethics Code § 2-11.1(q)(1). Furthermore, per Ms. Wright, it is the purpose of SBD to liaise between entities like BBIF and small businesses. Regarding the event hosted by SBD, Ms. Wright explained that these types of events were for entities to share information with small businesses, the small businesses who worked with SBD were not required to attend. As such, Respondent’s interactions with Ms. Wright in arranging the workshop after he left County service, as well as appearing at it to offer services to small businesses in the County did not violate the Two-Year Rule because Respondent was not seeking to affect an official decision regarding a County procurement, contract, claim, quasi-judicial action, or other matter in which the County had an interest.

Your staff further obtained evidence that Respondent e-mailed Mr. Diggs and Mr. Simmons in February 2022 asking that, if they encountered any businesses that needed financing, to direct them to BBIF. Respondent attached to that request, a copy of BBIF’s loan application documents. *See* Exh. M. One of MDEAT’s primary purposes is “supporting the foundation of strong businesses and economic development via job creation, entrepreneurship, business retention, and expansion.”<sup>20</sup> Thus, Respondent’s request to his former employer to provide loan applications to third parties that contacted MDEAT for financing resources does not constitute lobbying seeking to affect an official decision regarding a County procurement, contract, claim, quasi-judicial

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<sup>20</sup> *See About Us*, ECONOMIC ADVOCACY TRUST, <https://www.miamidade.gov/global/government/trusts/economicadvocacy/home.page> (last visited Dec. 4, 2025).

action, or other matter in which the County had an interest, as is prohibited by the Two-Year Rule. *See* County Ethics Code § 2-11.1(q)(1).

Nevertheless, Respondent's above-described actions gave rise to grave appearances of impropriety. Had Respondent requested this Commission's guidance regarding the above-described actions, he would have been cautioned against them. "The Two-Year Rule is designed to limit a former employee's ability to use his or her former County service and contacts for his or her benefit through lobbying, to the detriment of others who do not have County connections." *See* C24-20-06, *Letter of Instruction*. Furthermore, the limitations placed on former County employees by the Ethics Code represent "a minimal standard of conduct for those who have engaged in public service and remain subject to the Two-Year Rule." INQ 25-06 (citing RQO 12-09; INQ 19-75).

Accordingly, in light of the facts established and circumstances discussed above, there is not sufficient evidence to establish probable cause that Respondent violated Section 2-11.1(q) of the County Ethics Code.

### **E. Citizens' Bill of Rights – Public Records**

In Complaint C24-23-07, Complainant asserted that MDEAT handled public records requests in an obstructive manner, alleging that "[t]his opacity extend[ed] to records related to [Respondent's] potential employment conflicts and financial benefits received by consultants/developers in violation of Sec. 2-11.1(g)." *See* Exh. A. These allegations are more properly construed as alleging a violation of Section A(3) of the Miami-Dade County Citizens' Bill of Rights, which grants the public the right to inspect "[a]ll audits, reports, minutes, documents and other public records of the County and the municipalities and their boards, agencies, departments and authorities," at a reasonable time and place. Generally, this means that the custodian of the public record must provide access to, or copies of, public records at a reasonable time, under reasonable conditions, provided that the required fees are paid. *See* C21-15-06, *Public Report and Final Order*; C07-17, *Letter of Instruction* (advising that the Citizens' Bill of Rights requires that requested records be produced in a reasonable time frame). INQ 18-206 (stating that Florida law permits a municipality to establish a policy imposing an advance fee for the production of records). However, this Commission has held that under the Citizens' Bill of Rights inspection alone is permissible. *See* C14-01, *Public Report and Final Order Exhibit A*.

In order to establish a violation of Florida's public records statute, courts have required that an aggrieved member of the public establish that: a) a specific request for a public record was made, b) that the County/municipality received the request, c) that the public record exists, and d) that the County/municipality improperly refused to produce it in a timely manner. *See O'Boyle v. Town of Gulfstream*, 257 So.3d 1036, 1040 (Fla. 4th DCA 2018) (quoting *Grapski v. City of Alachua*, 31 So.3d 193, 196 (Fla. 1st DCA 2010)).

In practice, this Commission did not find that probable cause supported the allegation that the Village Manager of El Portal violated the Public Records provision of the Citizens' Bill of Rights where it took the Village six months to produce public records that had been requested because of the voluminous records requested, numerous amendments to the request, and difficulties accessing the documents. *See* C21-20-07, *Public Report and Final Order*; *but see* C07-17, *Letter of Instruction* (advising that the Citizens' Bill of Rights does not permit unreasonable delay in the production of responsive documents).

Here, there is probable cause to believe that Respondent violated Section A(3) of the Citizens' Bill of Rights. First, Complainant made a specific request for public records when he requested "Notes, minutes, plans, documentation of 6/2/2022 meeting of BAC Funding Corporation and MDEAT Housing Div staff – Edwin Miller, Eric Johnson, Vincent Burnett, Marquis Best." *See* Exh. EE. Second, it is clear that Ms. Harris, as the DPR and custodian of records for MDEAT, received this request as it is reflected on the Invoice with reference number R024104-100323 that she testified she prepared. *See id.*

Third, records responsive to this public records request existed. Your staff submitted a materially similar request for "any documents, to include but not limited to notes/minutes and emails, pertaining to the June 2, 2022, MDEAT staff meeting with BAC Funding Corporation representatives," and Ms. Harris responded with three documents. *See* Exh. FF. Furthermore, when your staff conducted a review of Respondent's e-mails obtained from the County's Information Technology Department, they recovered an e-mail that Respondent sent to himself with the subject line "bac notes," that had a document with notes attached to it. *See* Exh. W.

Finally, the Respondent failed to produce these records to Complainant in a timely manner. In his sworn testimony, Respondent averred that when he receives a public records request from Ms. Harris, he conducts a keyword search of his e-mail folders and various electronic drives. Had he conducted such a search for "BAC" or reviewed his e-mails from around June 2022 for any reference to BAC, he would have found the requested notes. *See* Exh. W. Furthermore, Respondent further acknowledged that he provided the above-referenced responsive documents to your staff when requested, but he failed to do so when Complainant made a materially similar request. *See* Exhs. EE & FF. As an explanation for why he produced some documents responsive to the request to your staff but not in response to Complainant's request, Respondent cited human error. When further asked why he failed to produce the e-mail and notes uncovered by your staff through investigation to either Complainant or your staff, Respondent again cited human error. However, the facts and circumstances surrounding this public records request and the shifting and incomplete production of documents in response to a materially similar request are not consistent with Respondent's explanation of how he searches for documents responsive to public records requests and show an emerging pattern of failure to timely produce responsive records.

Accordingly, in light of the facts established and circumstances discussed above, there is probable cause to conclude that Respondent violated Section A(3) of the Citizens' Bill of Rights.

#### **F. Other Allegations Raised in the Complaint**

The Complainant further alleged "operational integrity issues" related to MDEAT's loan program and the disbursement of funds to BBIF, BAC, and the NANA.

The Ethics Commission has limited jurisdiction. Specifically,

[t]he jurisdiction of the Ethics Commission shall extend to any person required to comply with the County or municipal Code of Ethics Ordinances, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, Ethical Campaign Practices Ordinances or Citizens' Bill of Rights.

Miami-Dade County Code § 2-1068; *see also* Miami-Dade County Code § 2-1072(a) (granting the Ethics Commission the power “to review, interpret, render advisory opinions and letters of instruction and enforce” the same laws mentioned in Section 2-1068, Miami-Dade County Code).

In practice, a complaint against the Director of the Miami-Dade County Water and Sewer Department alleging mismanagement and wasteful spending fell outside the jurisdiction of this Commission and this Commission dismissed the complaint with a referral to the Miami-Dade Office of the Inspector General. *See* C14-11, *Public Report and Final Order*.

Accordingly, insofar as Complainant has alleged that Respondent was involved in “operational integrity issues” related to MDEAT’s loan program and the disbursement of funds thereunder, those allegations are related to mismanagement and are outside the jurisdiction of the Ethics Commission. *See* Miami-Dade County Code § 2-1067; C14-11, *Public Report and Final Order*. It is further recommended that, in light of these allegations, that these Complaints be referred to the Miami-Dade Office of the Inspector General.

#### V. Conclusion

Accordingly, based on the investigation conducted, interviews, and supporting documentation obtained, it is recommended that this Commission find that there is **sufficient evidence to establish that probable cause exists** to conclude that Respondent, Edwin Miller, violated Section 2-11.1(g), titled “*Exploitation of official position prohibited*,” Section 2-11.1(j), titled “*Conflicting employment prohibited*,” Section 2-11.1(k), titled “*Prohibition on outside employment*,” of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, and Section A(3), titled “*Public Records*,” of the Miami-Dade Citizens’ Bill of Rights.

However, for the reasons discussed above, there is not sufficient evidence to establish probable cause that Respondent violated Section 2-11.1(m), titled “*Certain appearances and payment prohibited*,” Section 2-11.1(q), titled “*Continuing application after county service*,” and Section 2-11.1(x), titled “*Prohibition on county employees and departmental personnel performing contract-related duties*,” of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

Furthermore, insofar as the allegations raised in the Complaints are outside the scope of this Commission and concern allegations of mismanagement, it is recommended that these Complaints be referred to the Miami-Dade Office of the Inspector General.

# Exhibit A

**MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST  
COMPLAINT FORM**



**RECEIVED  
COMPLAINT FILED**

Date: 7-01-2024  
**C 24-23-07**

**COMPLAINANT (Person bringing complaint):**

Name: Vincent Burnett  
 Address: 2200 SW 120 Ave City: Miami Zip Code: 33025  
 Contact No.'s: *Specify Home, Work &/or Cell* 754. 234. 8428  
 E-mail: Victoryrba@gmail.com

**RESPONDENT (Person against whom complaint is made):**

Name: Edwin Miller  
 Address: 601 NW 1st Ct 21st Floor City: Miami Zip Code: 33136  
 Contact No(s): *Specify Work &/or Cell* 305-375-5661  
 Title/Office Held or Sought: Housing Division Administrator - MDEA

**ALLEGATION refers to:**  Person in County Gov't.  Person in municipal Gov't. (Specify city) \_\_\_\_\_

**AND**

Elections Ethical Campaign Ordinance (Refer to Instructions)  County's Citizens' Bill of Rights  
 Employee Protection Ordinance (Whistleblower retaliation) (Refer to Instructions)  County/Municipal Ethics Code  
 Other (Specify) Sec 2.11e Sec 2.11.1 (g) - Exploitation of Official Position

Note: The Ethics Commission does not have jurisdiction over Florida Statutes, State or Federal officials, Judges, or the Miami- Dade County School Board.

**STATEMENT OF FACTS BASED ON PERSONAL KNOWLEDGE:** In a separate attachment, please describe in detail the facts and actions that form the basis of your complaint, including dates when the action(s) occurred. Also, attach any relevant documents as well as names and contact information of witnesses or other persons who may have knowledge about the actions. If known, **indicate the section of the ordinance you believe is being violated.** Please refer to the Instructions attached to this Complaint Form for further assistance.

**OATH:**

I, Vincent Burnett, do swear or affirm that the facts set forth in the foregoing complaint & attachments are true and correct to the best my knowledge.

\_\_\_\_\_  
 Signature of Complainant /Affiant

**STATE OF FLORIDA  
COUNTY OF Broward**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 1st day of July, 2024  
 By Vincent Burnett

Name of Complainant/Affiant  
 Personally known to me  or produced identification  (FDL)

\_\_\_\_\_  
 Signature of Notary Public, State of Florida  
Angela Vilches  
 Print, Type or Stamp Commissioned Name of Notary Public



July 01, 2024

**Miami-Dade Commission on Ethics**

701 NW 1st Ct – 8th Floor

Miami, FL 33136

**Subject: Request for Investigation: Violations of Miami-Dade Ethics Code Section 2-11.1(g)-Miller**

**Dear Miami-Dade Commission on Ethics,**

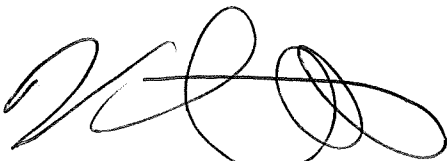
I am writing to formally request an investigation into apparent violations of the Miami-Dade Ethics Code Section 2-11.1(g) involving Mr. Edwin Miller, Housing Division Administrator of the Miami-Dade Economic Advocacy Trust (MDEAT). The concerns outlined below necessitate urgent scrutiny regarding ethical standards, conflicts of interest, and procedural integrity:

1. **Exploitation of Official Position:** Mr. Miller, who remains employed within MDEAT despite two separate findings of unlawful discrimination, without corrective action, within his initial year as Housing Division Administrator, lobbied for and facilitated the renewable \$4.55 million sole-source loan administration-consultant contract awarded to the Black Business Investment Fund (BBIF) on December 20, 2022. This contract was issued less than eight months after Mr. Miller's rehire by Director Diggs back to MDEAT with a 92% salary increase, following a five-month term with BBIF. This raises significant concerns regarding preferential treatment based on his prior professional relationship and employment history with BBIF, as recently as May 6, 2022. As of 7/1/2024, Miller's BBIF hyperlink remains active. <https://bbif.com/our-approach/our-team/edwin-miller/>.
2. **Conflict of Interest Concerns:**
  - a) Miller, in addition to his association with BBIF, served as the county's financial administrator for the procurement of \$2,155,151 in construction loan proceeds for BAC Funding Corporation (BAC), funded by BBIF, devoid of an open competitive process. This transaction appears to be influenced by Director Diggs' past affiliation as a former board member of BAC, as well as Miller's long-term professional relationship with BAC, serving as president of the company for approximately 14.5 years. Miller's public resume, obtained from the department's public server and submitted for his inclusion on the county's Affordable Housing Trust Board, appears to show an overlap of employment with BBIF and MDEAT from November 2021 to December 27, 2021 (his official date of county separation).
  - b) During a 6/02/2022 meeting held by Mr. Miller, staff did not support the BAC development project due to its request for infrastructure funding instead of housing units and no evidence that the financing commitments were in place. Additionally, project plans, units, and sales prices were not presented. Staff notes from the meeting indicate Mr. Fraizer of BAC, ***"stated he is not sure who the Mayor Levine-Cava will pressure to make Miami Dade County give the BAC the \$1.4 Million he requested"...."he cannot provide all of the items requested by the Miami Dade Economic Advocacy Trust"....and picked and choose the items that he will provide."***
  - c) BAC was approved as of March 28, 2023, and funded \$1,500,000 on June 8, 2023, prior to the agency's June 28, 2023, meeting with PHCD for exploratory talks for an open and competitive process. BBIF's role to make approval decisions (instead of recommendations) on behalf of MDEAT-county has been queried by Board Trustees as recently as March 21, 2024 – ***"We are simply giving them county money to do as they will" .... "They're never coming back to us."***

3. **Operational Integrity Issues:** On September 19, 2023, BBIF was funded \$2 million in county funds via an invoice MDEAT processed and submitted to the county finance department. This funding was based on a developer (NANA) project approved by BBIF despite not having site control and the ability to commence at the time of invoicing-county payment. This funding earned BBIF loan consultant fees in the amount of \$160,000. As of July 1, 2024, the net proceeds (\$1,840,000) of this September 19, 2023, disbursement have not been distributed to the developer due to the site control issues.
  
4. **Transparency and Accountability Concerns:** MDEAT's handling of public records requests has been obstructive and marked by excessive charges, undermining transparency obligations under Florida statutes (F.S. 119.01 and F.S. 119.07). This opacity extends to records related to Mr. Miller's potential employment conflicts and financial benefits received by consultants/developers in violation of Sec. 2-11.1(g). Specific financial disbursements of concern are the construction loan program disbursement of \$2.55 million (\$389,000 BBIF, \$2.155 million BAC) in revenue to Miller's former employers.

Given these serious allegations, I urge your office to initiate a thorough investigation into the unethical practices of the MDEAT Housing Division Administrator, Edwin Miller. I also request that the Commission forward any relevant information to the Office of the Inspector General, Audit and Management, and Finance departments as well. It is crucial for MDEAT to ascertain compliance with county policies, ethical norms, and legal requirements to uphold public trust and ensure responsible governance.

Please feel free to contact me at 754-234-8428 or [victoryrfa@gmail.com](mailto:victoryrfa@gmail.com) for any additional information or clarification to support your investigation. Thank you for your attention to this matter.



Vincent Burnett, M.S.M.  
Licensed Real Estate Broker-Instructor



# Edwin Miller

[Home](#) / [Our Approach](#) / [Our Team](#) / [Edwin Miller](#)


**Regional Director, South Florida**

✉ [Emiller@bbif.com](mailto:Emiller@bbif.com)

With over thirty (30) years' professional experience in Finance and Accounting there has been noteworthy experience successfully managing loan portfolios reflecting text-book perfect financial statements. Mr. Miller has a BS in Accounting and an AA in Business Administration; as well as, a year-and-a-half-long commercial banking training program to include commercial financial statement/ratio analysis, financial projections/modeling and profitable commercial loan portfolio management training. The development of contract documents, budgeting, forecasting, financial modeling with a high frequency of favorable variances, adhering to specs/scopes in the public and private sectors for the deployment of grants, loans, leases, and investments to facilitate borrowers, lessees, federal, state, local governments and stakeholders has been a constant during an over thirty-year career.

#### Career Details:

Eighteen (18) years of experience garnered while serving as Vice President of Loan Operations; then, President/Chief Operating Officer (COO) of the former seventh largest non-profit entity in Florida, BAC Funding Corporation and Affiliates. The entity is a US Treasury Department, Community Development Financial Institution (CDFI) that managed grant funds from Miami-Dade County's Revolving Loan Fund deploying loans/grants from the US Department of Housing and Urban Development (HUD) for public-private initiatives; namely, the "We Will Rebuild" initiative. Grants requested and received from banks, Miami-Dade County, HUD, US Treasury, and the State accounted for via modified fund accounting models, projections and budgets developed. Successful annual, quarterly, and monthly submissions of financial statements made to/with municipalities, state agencies, Department of the Treasury, the CDFI's board of directors, Loan Committees, banks, and stakeholders.

In 2004, while serving in the role of owner/developer, as president of the non-profit CDFI, a 200,000 square foot, class B office building financed with tax-free bonds was developed via the RFP process. The CDFI conveyed the building to Miami-Dade County via an NNN lease. Progress payments were facilitated via equity created during Mr. Miller's tenure. Subcontractors, most of which current borrowers of the CDFI were financed via advances by the CDFI.

**Expertise is primarily related to stakeholder presentations,** construction accounting, grant management, fund accounting, loan ledger accounting, loan servicing, credit/capacity analysis of borrowers/investment opportunities via financial statement/ratio analysis; progress payments/G702 Applications for Payment and review. There is proficiency in Excel, Word, PowerPoint, and Moody's RiskAnalyst, contracts, loan/grant documents preparation via PDF. Also proficient in Black Knight MSP, LoanLedger, Salesforce and PaperVision.

Proficient in writing, collecting, administering, and accounting for grants from Banks, Federal, State, and local governments while serving as COO of the profitable, non-profit CDFI – receiving unqualified opinions on audits each of the fourteen (14) years under management. Board book, financial reporting, board meeting preparation and **presentation skills exhibited.**

Edwin L. Miller  
13215 NE 6th Av #201  
North Miami, FL 33161  
(305) 417-1339  
E.EdwinMiller@gmail.com

**EDUCATION**  
Florida A&M University  
School of Business & Industry  
Tallahassee, Florida  
Graduated: 1988  
Major: Accounting

Southern Baptist, N.A.  
Miami, Florida  
Professional Banker  
Development Program  
Graduated: 4/89

#### PROFESSIONAL EXPERIENCE

- 05/21 - Present** **MIAMI-DADE ECONOMIC ADVOCACY TRUST HOUSING CHIEF** - Responsible for overseeing the agency's Homeownership Assistance Program. The Homeownership Program's Total Assets are \$27 million, of which \$17 million in cash. Responsible for investing idle cash into the newly created Construction and Rehabilitation Programs. Also responsible for automating the origination and loan servicing of a \$9,500,000, deferred, junior lien mortgage loan portfolio.
- 12/11 - 05/21** **BBK SOUTH FLORIDA REGIONAL DIRECTOR** - Served as the Loan Officer and Credit Analyst for South Florida from State Road 60 to Key West.
- 06/19 - 11/01** **MIAMI-DADE ECONOMIC ADVOCACY TRUST ECONOMIC EMPOWERMENT MANAGER** - Responsible for serving as a liaison between the agency and the Economic Development Action Committee of the Board of Trust. For the small business advocacy entity, responsible for sustaining a small business class in Miami-Dade County via advocacy in the form of outreach events, access to capital, grant funding rounds, etc. During a period of attrition, served as the mortgage underwriter for the Homeownership Assistance Program, administering junior mortgages for first-time homebuyers. Also, served as the CFO processing accounts payable, administering the RFP process for purchases, working with the external auditor for the annual audit and helping draft the annual report.
- 10/08 - 04/09** **EVOLUTION CAPITAL GROUP, LLC, BOCA RATON, FL CREDIT ANALYST/ACCOUNT EXECUTIVE** - For the independent sales organization and broker, spread financial statements and prepare credit analyses analyzing the financial statements of merchants for loans and investments for placement with funders/investors.
- 01/07 - Current** **THE ONYX THREE GROUP, LLC, NORTH MIAMI, FL REAL ESTATE INVESTOR/WHOLESALE** - For the LLC, serve as the Operations Manager for the Real Estate Wholesaler purchasing Notes and Real Estate, then liquidating those assets.
- 05/03 - 12/06** **BAYVIEW LOAN SERVICING, LLC, CORAL GABLES, FL ASSET MANAGER/ASSOCIATE PORTFOLIO MANAGER** - Manage a portfolio of approximately 180 mortgage loans and/or the related residential real estate collateral providing borrowers the option of allowing me to either modify the loan terms, offer a Deed in Lieu of Foreclosure or short sale options; thereby working out the loan.
- 05/01 - 02/03** **ELM BRANCH, LLC, MIAMI, FLORIDA REAL ESTATE INVESTOR/WHOLESALE** - For the single member LLC, served as a Real Estate Wholesaler purchasing Real Estate owned by banks or short sales owned by homeowners with negative equity; thereafter, sold the property to investors at between 50% and 70% of market value.
- 08/96 - 05/01** **BAC FUNDING CORPORATION, MIAMI, FLORIDA BAC FUNDING CONSORTIUM, INC., MIAMI, FLORIDA BAC URBAN INITIATIVES, INC., MIAMI, FLORIDA PRESIDENT/CFO** - Responsible for the daily management and policy decision-implementation relative to administrative matters of BAC Funding Corporation a 501(c)(3) Community Development Financial Institution that real estate development and management concern as well as, its affiliate, BAC Funding Consortium, Inc. a 501(c)(4) multi-bank community development corporation, and BAC Urban Initiatives, Inc. a for-profit Investment Corporation and 100% wholly-owned subsidiary. Developed various computer models for sensitivity analysis to maximize the companies' profitability. Since becoming President in 1996, the consolidated financial statements of BAC Funding Corporation Subsidiary and Affiliated reflected profitability each year. Prior to 1996

## Employee Leave Usage / Attendance

EMPLOYEE\_ID: 00323706

DEPARTMENT\_NAME: MIAMI-DADE ECONOMIC ADVOCACY TRUST

LAST\_NAME: MILLER

FIRST\_NAME: EDWIN

TITLE: MDEAT HOUSING PROGRAM CHIEF

PAR_DATE	PAR_HOURS	PAR_LONG_DESC	PAR_CODE	PAY PERIOD END DATE
11/11/21	8	HOLIDAY OBSERVED	H	11/14/21
11/12/21	8	WORKING FROM HOME	WH	11/14/21
11/24/21	8	SICK LEAVE	S	11/28/21
11/25/21	8	HOLIDAY OBSERVED	H	11/28/21
11/26/21	8	HOLIDAY OBSERVED	H	11/28/21
12/1/21	8	FLOATING HOLIDAY	FH	12/12/21
12/2/21	8	SICK LEAVE	S	12/12/21
12/3/21	8	SICK LEAVE	S	12/12/21
12/6/21	8	FLOATING HOLIDAY	FH	12/12/21
12/7/21	8	SICK LEAVE	S	12/12/21
12/8/21	8	SICK LEAVE	S	12/12/21
12/9/21	8	FLOATING HOLIDAY	FH	12/12/21
12/10/21	8	SICK LEAVE	S	12/12/21
12/13/21	8	SICK LEAVE	S	12/26/21
12/14/21	8	SICK LEAVE	S	12/26/21
12/15/21	8	SICK LEAVE	S	12/26/21
12/16/21	8	SICK LEAVE	S	12/26/21
12/17/21	8	SICK LEAVE	S	12/26/21
12/20/21	8	SICK LEAVE	S	12/26/21
12/21/21	8	SICK LEAVE	S	12/26/21
12/22/21	8	SICK LEAVE	S	12/26/21
12/23/21	8	SICK LEAVE	S	12/26/21
12/24/21	8	HOLIDAY OBSERVED	H	12/26/21
12/27/21	0	TERMINATION	T	1/9/22
12/27/21	238	DROP ANNUAL PAYOUT	AA	1/9/22
5/13/22	8	HOLIDAY OBSERVED	H	5/15/22
5/30/22	8	HOLIDAY OBSERVED	H	6/12/22

May 17, 2024

- 1 -

2:28:42 PM

15	120	SICK LEAVE
3	24	FLOATING HOLIDAY
3	24	HOLIDAY OBSERVED
	168	

Miller worked 2 out of a possible 20 work days

Miller missed 18/20 work days

Miller called in sick 15/20 work days (3 Floating + 15 sick)

Miller was paid out 238 Hours of annual after burning up 120 sick leave

## NOTES OF CONVERSATION WITH BAC FUNDING CORPORATION

### HOUSING STAFF

Marquis Best  
Vincent Burnett  
Eric Johnson  
Edwin Miller

### BAC FUNDING CORP REPRESENTATIVES

Ronald E. Frazier  
Jessie B. Houston, II

10:00

BAC Funding Corporation's Chairman/CEO and Controller, Ronald E. Frazier and, Jessie B. Houston, respectively came to meet with staff of the Miami-Dade Economic Advocacy Trust's Housing Division.

Before Mr. Frazier's arrival, Jessie Houston shared Florida Statute, HB7078 indicating that the \$318,000 ceiling for affordable housing is not necessarily applicable in BAC's case. Mr. Johnson made Mr. Houston aware that the agency's program is such that \$318,000 is the ceiling.

Mr. Frazier indicated that he as already spoken with Mr. Diggs. It should be noted that Mr. Diggs did not wish to meet with Mr. Frazier considering Mr. Frazier did not provide all of the items listed in a letter from the agency requesting certain documents.

Mr. Frazier explained that he has a \$3 million gap.

Mr. Frazier indicated that he has 29 townhomes that he needs to develop but needs infrastructure built before starting the project.

Mr. Frazier stated that he is not sure who Mayor Levine-Cava will pressure to make Miami-Dade County give the BAC the \$1.4 million he has requested of Miami-Dade County.

Mr. Frazier indicated that the total cost of the project is \$10 million when considering developer fees, etc., versus the \$5 million in construction costs. This would render the Miami-Dade Economic Advocacy Trust's equity stake at only 10% and will only garner a 10% return on investment based on the terms set forth by Marquis Best during his earlier conversation.

Mr. Frazier explained that the cost has gone up 10 to 15%.

Mr. Frazier explained that he cannot provide all of the items requested by the Miami-Dade Economic Advocacy Trust citing his way of addressing supply-chain issues is proprietary and picked and chose the items that he will provide to include only providing the financial statements of BAC Funding Corporation, not the affiliate.

Jessie Housing asked questions concerning the agency's ability to identify potential homebuyers. Mr. Johnson made Mr. Houston understand that the agency does not identify potential homebuyers.

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**From:** Johnson, Eric M. (MDEAT) <[Eric.Johnson2@miamidade.gov](mailto:Eric.Johnson2@miamidade.gov)>  
**Sent:** Monday, June 6, 2022 7:01:13 PM  
**To:** Burnett, Vincent (MDEAT) <[Vincent.Burnett@miamidade.gov](mailto:Vincent.Burnett@miamidade.gov)>; Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Cc:** Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>  
**Subject:** RE: Buyers for the BAC Development Project- Potential Questions for the Developer (Securing Potential Homebuyers)

**Nice job Vincent!**

This is a very good and necessary starting point. As to the noted price point, it IS subject to change, and we do NOT control that as it is formula driven. We will be meeting internally to develop marketing and referral strategies and relationship building. With that in mind, we will need project details as noted below BEFORE any marketing or outreach can begin.

Please take care and Stay Safe!!

*Miami-Dade Economic Advocacy Trust (MDEAT)*

*Eric Johnson*

**From:** Burnett, Vincent (MDEAT) <[Vincent.Burnett@miamidade.gov](mailto:Vincent.Burnett@miamidade.gov)>  
**Sent:** Thursday, June 2, 2022 10:03 AM  
**To:** Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>; Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>  
**Cc:** Johnson, Eric M. (MDEAT) <[Eric.Johnson2@miamidade.gov](mailto:Eric.Johnson2@miamidade.gov)>  
**Subject:** Buyers for the BAC Development Project- Potential Questions for the Developer (Securing Potential Homebuyers)

Marquis, congrats on securing the co-development opportunity with BAC for the project on 6600 NW 27 Ave.

I will reach out to the South Florida -NAREB ; to see if they have any black realtors who interested in purchasing townhomes in the area. The more information I have available to convey during my inquiry the better they will be able to vet their respective prospect lists.

**Potential Questions for the Developer-Fraizer prior to my realtor inquiry are the following:**

1. When is the estimated groundbreaking for the project?

2. When is the estimated delivery date for the project?
3. Does he have any floor plans available for dissemination to realtors, potential buyers at public events?
4. Is he taking pre-construction reservations for deposits (refundable/non-refundable), waiting lists, etc.?
5. What is the proposed sales price for the 3/2 model, square footage, and typical amenities? (14-units)
6. What is the proposed sales price for the 4/2 model, square footage, and typical amenities? (6-units)

From prior conversation with you and Edwin it was disclosed that \$319,000 was the 4BR price, **accordingly we may need a price reduction to \$318,000 as this is our current maximum sales-price for HAP proceeds per 2021 County ordinance\***. This should not be a deal breaker as this should only be a reduction of developer net proceeds of only \$6,000 (6 units) if the price is reduced.

*\*(As a division, we may want to examine, the optimal maximum sales price level, in the future, as we pursue future construction-development opportunities, examine the costs of labor-construction, the existing real estate market price for homes, escalating rents, and the practical/political will to advocate any change before the HAC, MDEAT board, and ultimately the county commission.)*

These are immediate questions of the top of my head as they relate to obtaining buyers, I am sure Edwin may have some other questions purely from a co-development perspective

Vincent K. Burnett, M.S.M.

HAP Outreach & Training Specialist II

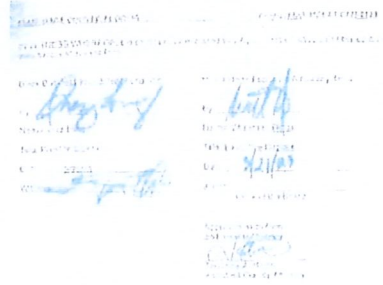
Miami-Dade Economic Advocacy Trust

(5/19/2023 - Housing Report)

During the month of March 2023, MDEAT received more than 100 new applications from the Liberty City Trust's Finance Manager, Iris Hudson and various Staff outreach efforts.

### Signing of the BBIF/MDEAT Contract

After working on numerous iterations of the contract and making sure the insurance provision was favorable per Miami-Dade County's risk-management Department, on March 28, 2023, BBIF and MDEAT finally executed the agreement for BBIF to manage MDEAT's portfolio of loans to developers. BBIF held a loan committee meeting during which, BBIF approved a loan to BAC Funding Corporation (BAC). BBIF and MDEAT conducted a site visit at BAC's site owned by Miami-Dade County and leased to BAC Funding Corporation via a 99-year lease. BAC Funding Corporation will develop a mix-use development which includes 27 townhomes; for which, BAC needs financing for infrastructure improvements, e.g., roads and sewer ties along the back third of BAC's five acer property.



Via virtual invitations, MDEAT has started the application process with developers to include Neighbors and Neighbors Association, Inc., Tacolcy Economic Development Corporation, and Developer, Ariel Lundy of Palmetto Homes of Miami, Inc. The agency awaits those entities to provide their applications to BBIF via BBIF's online application portal. (How are potential developers made aware of BBIF portal-BAC first only?)

### IT Procurement-Related Items

On Wednesday, March 1, 2023, MDEAT was in contact with Princess Brown and Pearl Bethel of Miami-Dade County's Special Procurement Division concerning the execution of the contract with BBIF.

On March 10, 2023, MDEAT held a meeting with Developer, Ahmed Brhan to discuss its Housing-related programs.

On March 16, 2023, March 21, 2023, Housing staff met with MDEAT's Cameron Floyd, formerly of PHCD's Procurement Department concerning the procurement-related items to include the backfile scanning project. Mr. Floyd was helpful with helping the Housing staff draft the Invitation to Quote (ITQ). (9/22-10/22 Board meeting - Diggs comments state the backlog is resolved)

On Friday, March 31, 2023, MDEAT participated in Miami-Dade County's Procurement Day event. MDEAT staff received Certificates of Completion for completing the three-hour training course, A Path to Procurement Transformation taught by James A. Champion, President of the Champion Services Group, Inc. a Human Resources & Management Consulting firm.

## Division Highlights

- On June 6, 2023, to finally close on RAP and Construction Development Loans, MDEAT received accounting codes and related accounts for RAP as well as Construction Development Program to finally close on RAP and Construction Development Loans, MDEAT met with Miami-Dade County's Controller, Barbara Gomez, and others from the Miami-Dade County Finance Department. However, on June 23, 2023, in a meeting with the Small Business Development Department (SBD) and the County Attorney's office to discuss RAP to make sure the process was administered in keeping with Miami-Dade County's procurement process, MDEAT was asked by the County Attorney's office to use the competitive, Development loans process of Public Housing and Community Development (PHCD); so, on June 28, 2023, MDEAT met with PHCD learning best practices for financing the construction development of homes.
- MDEAT had an interview with HyLo News, a webcast to explain HAP and RAP.
- On June 13, 2023, MDEAT met with Tacolcy Economic Development Corporation (TEDC) about TEDC co-developing property with MDEAT.
- On June 14, 2023, MDEAT started meeting with other Underwriting contractor candidates to mitigate the growing number of files in the Underwriting queue.
- On June 23, 2023, MDEAT had an Encompass intro call - automate lending.
- Also, on June 23, 2023, as well as June 26, 2023, MDEAT interviewed for the HAP Outreach Training Specialist II position.
- On June 29, 2023, MDEAT and Miami-Dade County's Information Technology Department (ITD) had a Teams meeting with eBridge, an Encompass trainer.

## Service Highlights

- The agency closed its first Rehabilitation Assistance Loan.
- MDEAT made its first \$1.5 million check to BBIF; however, MDEAT later learned to comply with the Miami-Dade County's competitive process for loan applicants; thus, the agency will receive applications via an open and rolling application process.
- On June 24, 2023, MDEAT and Homestead CRA co-hosted the Pathways to Homeownership event with good success - over 200 potential applicants.

(\$1.6425 mill check paid Miller former employers without competitive process paid prior to 6/23/2023.)



# Miami-Dade County, Florida

Wells Fargo Bank, N.A.  
Miami, Florida 33131

MDC GENERAL OPERATING ACCT

DATE	CHECK NUMBER
06/08/2023	03275430

11-24/1210

AMOUNT

\*\*\*\*\*1,642,500.00

PAY

\*\*ONE MILLION SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED AND XX/100 DOLLAR\*\*

To The Order Of

BLACK BUSINESS INVESTMENT FUND INC  
301 EAST PINE STREET STE 175  
ORLANDO FL 32801

VOID AFTER 6 MONTHS

*[Signature]*  
CLERK

*[Signature]*  
MAYOR

M\*

⑈03275430⑈ ⑆121000248⑆ 2696206696688⑈

Supplier Number: 0000101401

Check Date: 06/08/2023

Check No: 03275430

Invoice Number

Inv Date

BU

Vchr ID

Gross Amt

Disc Amt

UAP

IG

Paid Amt

MDEAT552023

05/23/2023

M  
M

00000663

1,642,500.0  
0

0.00

0.00

0.00

1,642,500.00

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
03275430	06/08/2023	\$1,642,500.00	\$0.00	\$1,642,500.00

THIS CHECK REPRESENTS A PAYMENT EITHER UNDER A TRUST AGREEMENT OR FOR GOODS AND SERVICES DELIVERED OR RENDERED TO MIAMI-DADE COUNTY. SUPPORT DOCUMENTATION IS KEPT ON FILE BY THE CLERK'S OFFICE. FOR ADDITIONAL INFORMATION, CONTACT (305) 375-5111.

0454505

## Division Highlights

- ✦ • During July, MDEAT worked along with Public Housing and Community Development (PHCD) to develop its Construction Loan and Develop Program, Open and rolling Application Program; thereby, making sure the program is competitive, in keeping with the Miami-Dade County Board of County Commissioners' legislation concerning surtax funds. ✦
- During July, MDEAT met with CEG and/or TEDC. Concerning the possibility of the three entities co-development property.
- July 2, 2023: Collaborated with PHCD and Neighborhood Housing of South Florida in a Zoom for downpayment assistance program participants.
- July 6, 2023: There was a second reading of the ordinance effectively disbanding the Affordable Housing Trust Fund Board due to the Mayor's dissatisfaction of the boards lack of effectiveness. MDEAT held a seat on this board.
- July 8, 2023: The agency participated at the South Florida, HBCU Picnic where we advertised and offered the benefits of the agency's homeownership program.
- ✦ • July 11, 2023, Homeownership Advocacy Committee (HAC) held its meeting. Staff discussed the closing of the beta tested Rehabilitation Assistance files; the construction development loans via a competitive, open, rolling application for BAC Funding Corporation, Neighbors and Neighbors Association, Inc. and possibly, Tacolcy Economic Development Corporation. Also discussed were the Homestead CRA and TEDC events; Encompass meetings with eBridge, Markeisha Warren, Meeting with PHCD, being short-staffed mitigated by projected hiring. ✦
- July 19, 2023, MDEAT and the Homestead CRA participated in a Lunch and Learn with the employees of the City of Homestead.
- July 20, 2023, MDEAT participated in a webinar among other downpayment assistance providers that was hosted by Neighborhood Housing of South Florida.

## Service Highlights

- The agency closed its second pilot Rehabilitation Assistance Loan.
- 
- 
-

Request ID	Invoice ID	Invoice Date	Invoice Type	Supplier ID	Supplier Name	Description	Address 1	City	County	Postal	Trans ID	Orig. Acct.	Process ID
MM 00014318	MM017023 024636	5/19/2023	024636	000010401	BLACK BUSINESS INVESTMENT FUND INC	301 EAST PINE STREET STE 175	ORLANDO	FL	32801	0	0000	0000	Payment Request
MM 00014317	MM017023 024636	5/19/2023	024636	000010501	BLACK BUSINESS INVESTMENT FUND INC	301 EAST PINE STREET STE 175	ORLANDO	FL	32801	13236	2025000000	0000	Approval Request
MM 00014317	MM017023 024636	5/19/2023	024636	000010401	BLACK BUSINESS INVESTMENT FUND INC	301 EAST PINE STREET STE 175	ORLANDO	FL	32801	16170	1012000000	0000	Approval Request

9/10/2023 (= 3,967,500)  
 6/7/2023 1,642,500

EXHIBIT 7

-- Status -- Product Miami-Dade Developers Loan Fund Documents

-- Last Active -- Search

Application	Requested Amount	Status	Last Activity
Collective Empowerment Group of South Florida, Inc. <a href="#">24A2-W11L4</a>	\$600,000.00	Open	6 days ago
Supreme Roofing and Construction Inc. <a href="#">24F7-7F39F</a>	\$2,000,000.00	Open	5 weeks ago
Faulkner Partners LLC <a href="#">23YJ-JN7ZX</a>	\$2,000,000.00	Submitted	6 weeks ago
Palmetto Homes Urban Development Group, Inc. <a href="#">23AC-CD63Z</a>	\$500,000.00	More Information Needed	8 weeks ago
Tacoloy Economic Development Corporation <a href="#">23HR-PQ8CX</a>	\$1,500,000.00	Submitted	7 months ago
Neighbors and Neighbors Association, Inc. <a href="#">23AF-FG67K</a>	\$2,000,000.00	Submitted	9 months ago
Turn Two Construction LLC <a href="#">23Q7-79712</a>	\$1,000,000.00	Withdrawn	10 months ago

#### Scope of Work ATTACHMENT A

The scope of work is the attached work plan proposed by Black Business Investment Fund Inc. (Consultant) and the Miami-Dade Economic Advocacy Trust (MDEAT). The work will be performed in accordance with the terms and conditions of the Agreement.

1. Consultant shall provide commercial loan underwriting to include commercial credit analysis of the business applicants and credit memorandum of the developers' applicants and principals of the developers/builders/businesses.
2. Consultant shall review each construction/development project to determine if the project is financially feasible for MDEAT's surtax funds to use.
3. Using proceeds from MDEAT as appropriated by its board of MDEAT, Consultant shall manage the origination and servicing of loans, primarily lines of credit to developers, builders, and general contractors in Miami-Dade County.
4. Consultant shall manage the documentation, funding, and servicing for loans and/or joint venture agreements with developers in Miami-Dade County. By way of an MDEAT requisition, the funds for the origination/onboarding of each new loan originated by Consultant shall be disbursed via Miami-Dade County's Finance Department to a Consultant bank account for the purpose of managing the loan funds for MDEAT.
5. Consultant shall maintain a loan intake system/portal/application/software for the receipt of loan applications and related documents including but not limited to financial statements, tax returns, proof of insurance, personal financial statements, and personal tax returns of the principals.
6. Consultant shall make recommendation to loan committee any approvals or denials based on the examination of the financial documents.
7. Consultant shall close loans for approved requests.
8. Consultant, MDEAT's authorized third party, shall close loans, and onboard said loans into Consultant's loan servicing system while perfecting a secured position in all assets of the borrower/developer. Consultant may seek a personal guarantor when feasible and it does not jeopardize the loan.
9. Consultant shall maintain a loan loss provision in keeping with Generally Accepted Accounting Principles and Fund loans via progress disbursements.
10. Consultant shall provide monthly loan ledgers, receivables aging schedules, and financial statements for the portfolio of loans and investments.
11. Consultant shall provide the accounting for the portfolio of investments and loans to developers to include the ultimate sale of each home sold by each developer. Further, Consultant shall

provide an accurate accounting of loans receivable, loan loss provision, cash, land and other assets Consultant manages for MDEAT. Quarterly, by the 30<sup>th</sup> of the following month, Consultant shall provide financial statements to include an income statement and a balance sheet for MDEAT's assets under Consultant's management.

12. Consultant shall resolve all credit/ collection and delinquency issues including but not limited to the preparation of collection letters and calling borrowers.
13. Consultant shall manage default/ liquidation and loan modifications as outlined in Consultant's Credit Policy Manual associated with MDEAT's loan funds. All expenses associated with default/liquidation scenarios will come out of MDEAT's program funds.
14. Consultant shall ensure a secured lien position is established for all properties financed inclusive of personal guarantees for borrowers on all loans
15. Consultant shall work with the closing/escrow agents to receive payoffs for MDEAT's loans and investments upon closing on the sale of each residential property developed via MDEAT's funds.
16. Consultant may provide ongoing technical assistance to the borrowers/co-developers as deemed necessary using BBIF's Business Management Consulting Program as outlined on BBIF's website which includes: Financial Training, Strategic Management, Pricing, Network & Business Resources, Job Quality, One-on-One Coaching, Business Owner Roundtable, as well as the use of the web-based tool GrowthWheel.
17. Consultant at its sole discretion and with the financial capacity may leverage the project with their own funds.
18. Consultant shall have its own loan committee for which, MDEAT shall have an ex-officio seat to review the analyses and financial statement spreadsheets with financial statement ratio analyses at a special loan committee meeting designated for the MDEAT Construction and Loan Program and Land Acquisition Program recipients. Report significant findings to MDEAT's Housing Division.
19. Consultant shall have a loan committee for the Request for Application (RFA) processes for the Land Acquisition and Construction programs. Consultant shall provide a commercial credit memorandum to include financial statement spreadsheets with financial statement ratio analysis and shall report to the Loan Committee, its finding and recommendation.
20. Consultant shall prepare a Credit Policy Manual for the subject-related developers loan portfolio.
21. Consultant shall have a checking account for the Miami-Dade Economic Advocacy MDEAT's Construction Loan Program for the purpose of cash management, disbursements, and receipts as well as for departmental accounting purposes. All fees associated with the bank account will be passed through to MDEAT and the Consultant shall not co-mingle funds.

22. Upon the MDEAT's Land Acquisition Program's implementation, Consultant shall have a checking account for the Land Acquisition Program for the purpose of cash management, disbursements, and receipts as well as for departmental accounting purposes. Consultant shall not co-mingle funds.
23. In keeping with Florida Statute 125.016, which states, "No less than 50 percent of the funds used in each county to provide such housing assistance shall be for the benefit of low-income families. For the purpose of this section, 'low-income family' means a family whose income does not exceed 80 percent of the median income for the area, and 'moderate-income family' means a family whose income is in excess of 80 percent but less than 140 percent of the median income for the area, Consultant shall consider the annual HUD & Florida Housing Finance Corporation's Income Limits table for each loan and report to MDEAT each prospective borrower's proposed percentage of homes above and below 80% of area median income so that MDEAT's overall loan portfolios are in keeping with the Florida Statutes.

Deliverables

MDEAT anticipates due diligence concerning eligible borrowers/ developers by the Consultant to commence no later than 10 days after the effective date of the contract.

Consultant shall:

1. Consultant shall initiate loan processing within 30 days after the effective date of the contract, provided there are loan applications in the portal.
2. Consultant shall provide financial statements of the fund within thirty(30) days after the quarter ends
3. Consultant shall prepare a Credit Policy Manual to be presented to the County's Program Manager, for approval, within thirty (30) days of the contract award.
4. Consultant shall provide liquidation portfolios at the end of five (5) years within sixty (60) days of completion of Contract.
5. Consultant shall provide proof that it has established/opened a checking account for the purpose of the Construction Loan Program.
6. Consultant shall provide proof it has established/opened a checking account for the purpose of the Loan Acquisition Program.

(12/22/2022)

CLERK'S SUMMARY AND OFFICIAL MINUTES  
MIAMI-DADE ECONOMIC ADVOCACY TRUST MEETING  
December 22, 2022  
Minutes Prepared By: Bryce Stephenson-Pickett

1C – Contract Award – Sole Source

Mr. William Diggs, Executive Director of the Miami-Dade Economic Advocacy Trust (MDEAT) reviewed the intent of the item noting that the Black Business Investment Fund (BBIF) would be the best-fit program overseer for the construction loan program. He listed the agencies that gave favorable recommendations for BBIF, highlighted their ability to understand the real estate development market, and stressed how MDEAT would collaborate well with them for future projects. Mr. Diggs stated that BBIF to assist in MDEAT's mission to expand beyond housing, and further the Trust's influence in other notable fields for minority communities.

Mr. Fundora and Ms. Blanco-True voiced their concerns on rewarding BBIF the contract for 4.5 million dollars hastily without reaching out to other possible companies with more experience in this realm. Mr. Fundora stated he would feel more comfortable with approving the contract if there were other bidders and more information to consider. Ms. Blanco-True argued that the Trust could receive various quotes from other entities, rather than accepting the offer from BBIF on first review. She continued by stating that this program could be too complex for BBIF, and would rather utilize an organization with a larger loan management portfolio since negotiations had not occurred.

Mr. Edwin Miller, Housing Administrator (MDEAT), reassured the Trust members that BBIF's specialty is construction lending. He stated that BBIF outlined all of their completed projects to give examples of what they could provide for MDEAT in not only construction lending, but also in construction loan technical assistance. Mr. Miller there were other organizations interested, but none submitted applications, thus leaving BBIF the only responsive bid.

Mr. Diggs emphasized that MDEAT received the lowest quote they could for the contract, and that this could be a great opportunity to build a long-term relationship with BBIF.

Ms. Braynon suggested that additional material and information be provided in the future to create transparency within the bidding process for the Trust to review.

Mr. Binns II and Ms. Forde sought clarification on the contract timeline and if there would be any stipulations if their Trust wanted to terminate the contract early.

Assistant County Attorney (ACA) Smith explained that termination provisions would always be favorable towards the county, but it would be best to cancel the contract before it is enacted.

Hearing no further questions or comments, approve the award of a contract to the Black Business Investment Fund of Central Florida, Inc. (BBIF) in an amount not to exceed \$522,500.00 to provide construction loan and investment portfolio management services; and to authorize Executive Director or Executive Director's designee and the Miami-Dade County Internal Services Department (ITD) to negotiate and execute a contract with BBIF for the purposes contained herein, and to exercise all provisions contained therein, including, termination, cancellation and amendment clauses that are consistent with this item. This motion was seconded by Mr. Binns II and upon being put to a vote, the



MIAMI-DADE ECONOMIC ADVOCACY TRUST  
MEMORANDUM OF APPROVAL

**TO:** Miami-Dade Economic Advocacy Trust Board of Directors

**FROM:** William E. Diggs, Executive Director  
Miami-Dade Economic Advocacy Trust

**DATE:** December 22, 2022

**SUBJECT:** Award of Contract to the Black Business Investment Fund of Central Florida, Inc. Construction Loan and Investment Portfolio Manager – Sole Source Purchase versus via Requests for Proposal

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**Recommendation**

It is recommended that the Miami-Dade Economic Advocacy Trust (MDEAT) Board find that it is in the best interest of Miami-Dade County to waive by a two-third vote of the Board's members the competitive bidding procedures under section 2-8.1 of the Code of Miami-Dade County, Florida and section 5.03(D) of the Miami-Dade County Home Rule Amendment and Charter, and approve the award of a contract to the Black Business Investment Fund of Central Florida, Inc. (BBIF) in an amount not to exceed \$522,500.00 to provide construction loan and investment portfolio management services. It is further recommended that the Board authorize the Executive Director or Executive Director's designee and the Miami-Dade County Internal Services Department (ITD) to negotiate and execute a contract with BBIF for the purposes contained herein, and to exercise all provisions contained therein, including, termination, cancellation and amendment clauses that are consistent with this item.

**Fiscal Impact**

The economic impact for this item is in an amount that does not exceed \$522,500.00 in documentary stamp surtax funds ("Surtax funds") from the Land Acquisition Program and Construction Loan Program allocated to MDEAT by the Miami-Dade County Board of County Commissioners during the FY 2022-2023 annual budget process. This amount represents less than 10 percent of the administrative fees that can be used by the County as required under the Surtax program set forth in section 125.0167, Florida Statutes.

**Background**

The reason for this item is to ensure that MDEAT assist the County to expend its Surtax funds that are earmarked to provide homeownership opportunities to low- to moderate-income households. Additionally, this item will assist the County to reduce the affordability crisis that presently exist in Miami-Dade County. The BBIF, which is a Community Development Financial Institution (CDFI) can assist MDEAT to originate financing to developers of low-to-moderate income housing development in Miami-Dade County and manage the loan/investment portfolio thereof.

Below is a list of CDFI's considered by MDEAT staff through its market research:

Organization Name	City	Organization Website	Years in Business	Web Portal to Submit Application	Real Estate Development
BAC Funding Consortium, Inc.	Miami	<a href="http://www.bacfunding.com">www.bacfunding.com</a>	40	No	Yes
Black Business Investment Fund, Inc.	Miami Gardens	<a href="http://www.bbif.com">www.bbif.com</a>	35	Yes	Yes
BLACK ECONOMIC DEVELOPMENT COALITION, INC.	MIAMI	<a href="http://beco-mia.org">beco-mia.org</a>	29	No	N/A
Community Fund of North Miami-Dade Inc.	Opa-locka	<a href="http://www.okdc.org">www.okdc.org</a>	42	No	NA
Florida Community Loan Fund	Orlando	<a href="http://www.fclf.org">www.fclf.org</a>	28	No	YES
MIAMI BAYSIDE FOUNDATION INC	MIAMI	<a href="http://www.miamibaysidefoundation.org">http://www.miamibaysidefoundation.org</a>	16	Yes	NO
Miami Postal Service Credit Union	Miami	<a href="http://www.mpscu.org">www.mpscu.org</a>	94	Yes	NO
Miami-Dade Affordable Housing Foundation, Inc.	Miami	<a href="http://mdahf.org">mdahf.org</a>	21	No	YES
Neighborhood Housing Services of South Florida, Inc.	Miami	<a href="http://www.nhsf.org">www.nhsf.org</a>	44	No	YES
Neighborhood Lending Partners of Florida, Inc.	Tampa	<a href="http://www.nlpf-inc.com">www.nlpf-inc.com</a>	20	No	YES
Our Microlending, LLC	Miami	<a href="http://www.ourmicrolending.com">http://www.ourmicrolending.com</a>	15	Yes	N/A

Of these CDFI's MDEAT staff believes that it is in MDEAT and the County's best interest to select BBFI to provide the services required by MDEAT because of the following reasons: (i) BBIF has served as a CDFI since 1987; (ii) BBIF successfully helped manage Miami-Dade County's Rise program during the Coronavirus pandemic; (iii) whereas BBIF operates a program to provide technical assistance to construction-related borrowers, others do not provide said services; (iv) BBIF provides financing primarily to businesses/developers that MDEAT seeks to serve; (v) BBIF has expressed willingness to provide its own funds to MDEAT's developers/borrowers; and (vi) BBIF has a web portal to receive uploaded loan-related documents timely. MDEAT further believes that BBFI has the required level of cultural and geographical logistics and is more familiar with the nuances of Miami-Dade County's market that MDEAT seeks to serve.

#### Due Diligence Review

Upon staff performing necessary due diligence, there were no adverse findings related to BBIF.

(9/21/23)  
Bookman/CS

**DIVISIONAL MONTHLY REPORTS**

Ms. Kametra Driver noted several discrepancies in the divisional monthly reports, including the Economic Development, Homeownership, and Rehabilitation Assistance Program (RAP).

Mr. Danny Felton clarified out of the 64 business owners that had applied 25 received awards at the end of August, and the total was included in the September report.

Mr. Diggs confirmed the Housing/Homeownership report year to date total amount was 86 and not 96. (Diggs statement of 86, is inaccurate as the actual year to date total was 96)

Dr. Marcus Bright, Youth Services Administrator clarified the year-to-date numbers for the August and July reports.

Ms. Kametra Driver reiterated her concerns regarding the discrepancies and requested updated reports be provided and spoke recognizing the merits of the July reports.

Mr. Erbi Blanco-True recommended the numbers be verified prior to providing the package.

Due to Ms. Kametra Driver's concerns regarding the Construction Development Loan and the Land Acquisition Programs, Mr. Marquis Best, Construction Development Specialist, provided an oral update regarding the construction development loan. He reported the loans were currently serviced by Mr. Frazier with the BAC Funding Corporation.

\* Mr. Marquis Best stated approximately \$1.7 million was released for the construction of twenty-nine (29) townhomes. He stated this development was open to everyone and this information was recently posted online. \*

6/23,7/23,8/23 Housing Div reports did not show 6/8/2023 amt of \$1,642,5 Mill payment to BBHF/BAC - (Housing Div Director former employers BBHF Pmt made prior to online RFA and posted on MDEAT website in 8/2023)

In reference to the land acquisition Mr. Best stated MDEAT was conducting a survey to determine suitability.

In response to Ms. Kametra Driver's question about the program's effectiveness, Mr. Best stated this was the first year of the program and that business would improve to resolve conflicts moving forward.

Ms. Kimberly Henderson suggested incorporating more information into the report such as the ratio and leveraging of funds to help increase support of the program by the private sector.

It was moved by Ms. Kametra Driver to accept the divisional reports, as corrected corrections. This motion was seconded by Mr. Danny Felton, Sr. and upon being put to a vote, the vote passed 8-0 (Patricia Braynon, Andrea Forde, Steven Henriquez, Christopher Norwood, and Rashad Thomas were absent).

Chairman Hannibal Burton indicated that the report would be filed with the corrections.

**EXECUTIVE DIRECTOR'S REPORT**

**A. DISPARITY STUDY PRESENTATION**

Ms. Gail Birks, President and CEO for CMA Enterprise Incorporated, along with Dr. Edward Davis, Professor at Clark University (appeared telephonically) and Dr. Elbert Waters, Project

(3/21/24-Minutes)

Addressing Ms. Driver's concern, Mr. Miller explained that the Board of County Commissioners (BCC) had approved of allocating additional funds from other MDEAT programs and a similar process could be followed for the subject program if needed.

Mr. Norwood proposed dividing the \$2 million among multiple entities instead of giving it all to one entity. Additionally, he sought clarification as to why the entire \$2 million was being allocated to one entity.

Mr. Miller explained that despite having a continuous open enrollment process, there were limited, completed, open applications received.

Chairman Hannibal Burton inquired whether the Housing Action Committee (HAC) had vetted the item.

Mr. Danny Felton mentioned that he was not present at the last HAC meeting and despite requesting the minutes, he did not receive them.

Ms. Andrea Forde indicated that she attended the HAC meeting and noted TEDc and six other entities were listed as applicants to the Committee members. She further explained that TEDc scored the highest based on their presentation and plans, which contributed to their selection.

Mr. Norwood expressed concern that Trust members had not received any documentation, including information about the applicants or the scoresheets for this project. He expressed further concern about the Trust making decisions without having essential information.

Ms. Forde pointed out that during the HAC meeting, members did not see the application, but were provided the applicants' information and their respective scores.

Mr. Norwood remarked that the summary should have outlined TEDc's plans, the location, and the number of units involved. He highlighted that none of the information provided in the report pertained to what Trust members were voting on. Mr. Norwood stated that while he was familiar with TEDc, he had reservations about voting without sufficient information.

Mr. Miller clarified that the item sought to grant authority to execute the program.

Discussion ensued among various Trust members regarding their concerns related to the recommendation language, particularly the portion asking the Trust to authorize the Executive Director to execute agreements related to the project and the consequence of such authority, which the Trust members believed may result in the item not returning to them for further consideration.

Following further discussion among the Trust members regarding the BBIF and the recommendation language, Ms. Driver stated that it appeared that TEDc was already going through the underwriting process with BBIF, and the decision had already been made to choose the entity.

In response to Ms. Driver's remarks, Mr. Miller clarified that TEDc was being considered, while other applicants still needed to furnish additional information to be evaluated. He also emphasized that BBIF would ultimately select the entity.

Chairman Burton clarified that MDEAT's role was to approve the implementation of the DLALP with BBIF.

Mr. Norwood opined that MDEAT was providing funds to BBIF for them to allocate at their will.

(9/17/2024  
Kulm)



### HOUSING DIVISION BOARD REPORT April 2024

Miami-Dade Economic Advocacy Trust created its Homeownership Assistance Program (HAP) to increase the number of home purchases for low-to-moderate-income residents in Miami-Dade County. Currently, the zero-interest deferred loan provides funding for low-to-moderate income homebuyers towards down payment and closing costs for their primary residence, making it easier to get approved for a mortgage.

Program Summary	Clients Served	
	April 2024	Year-to-Date
Homeownership Assistance Program (HAP) Total Applications	26	110
Homeownership Assistance Program (HAP) Total Funded	5	63
Rehabilitation Assistance Program (RAP) Total Applications Received	29	103
Rehabilitation Assistance Program (RAP) Total Funded	6	35
Construction Development Loan Program Loan Applications	0	4
Construction Development Loan Program Awaiting Funding	0	2

#### Division Highlights:

On April 1, 2024: MDEAT requested three live loans from Isaura Enamorado as part of troubleshooting efforts for, loan software application, Encompass.

\* Throughout April 2024, discussions commenced with staff from Commissioner Hardemon's office regarding the reversion of certain lots to Neighbors and Neighbors Association, Inc. (NANA). MDEAT approved a loan to NANA and considered another, contingent on the reversion of some lots in Miami-Dade County's District Three to the county itself. These lots, primarily zoned for multi-unit rentals and serving as collateral, are offset by substantially completed houses on other lots, thus mitigating the shortfalls of MDEAT's potential loan exposure: marred collateral position.

Also, throughout April 2024, MDEAT worked on an internal audit with Miami-Dade County's Audit Management Services Department, engaged with board and Housing Advisory Committee (HAC) members regarding the Memorandum of Approval for the Developer Land Acquisition Loan Program, collaborated with ITD and eBridge to enhance system efficiencies, and continued dialogue with the South Florida Board of Realtists on service scope for a proposed agreement. Additionally, MDEAT maintained its weekly meetings with Ruben Joseph, CPA, focusing on the financial management of various clearing accounts.

On April 2, 2024, MDEAT issued a purchase order for the use of temporary services for its Rehabilitation Assistance Program (RAP) and Satisfaction of Mortgages initiatives in order to move forward the progress of the RAP and Satisfaction of Mortgages initiatives.



Miami-Dade Economic Advocacy Trust  
INVOICE

Bill To:  
Vincent Burnett

Make Check Payable To:  
Miami-Dade Economic Advocacy Trust  
601 NW 1st Court, 21st Floor  
Miami, FL 33136  
Phone: 305.375.5661

Reference: R028798-041924

DESCRIPTION	RESPONSE	UNIT PRICE	TOTAL
any personnel-payments documents of the following for Edwin Miller from the Miami Dade Economic Trust from the period 10/01/2021 to 06/30/2022 including but not limited to:	MDEAT has records responsive to this request.	0.00	0.00 ⇒ Yes
times sheets and approval signature(s) for the period 10/01/2021 to 06/30/2022 for Edwin Miller for the respective personnel system(s)	MDEAT has records responsive to this request.	0.00	140.00 ⇒ Yes
personnel posting(s) for the general ledger for Edwin Miller for the 10/01/2021 to 06/30/2022	MDEAT has records responsive to this request.	0.00	0.00 ⇒ Yes
any documentation of payments to Edwin Miller for the period 10/01/2021 to 06/30/2022	MDEAT has records responsive to this request.	0.00	0.00 ⇒ Yes
any documentation of annual leave, sick leave, administrative leave, in addition to regular-holiday leave (hours) paid.	MDEAT has records responsive to this request.	0.00	<del>140.00</del> ⇒ NO
BALANCE DUE			280.00

*JALBA*

*Paid \$140.00*



**Miami-Dade Economic Advocacy Trust**  
**INVOICE**

Bill To: Vincent Burnett  
 Make Check Payable To: Miami-Dade Economic Advocacy Trust  
 601 NW 1st Court, 21st Floor  
 Miami, FL 33136  
 Phone: 305.375.5661  
 Reference: R027631-030524

DESCRIPTION	RESPONSE	UNIT PRICE	TOTAL
* Any documentation (i.e. loan#, borrower name, date of payoff, list, etc.) of Satisfaction of Mortgages needed to be recorded (or in review) as of 3/5/2024.	MDEAT has records responsive to this request.	0.00	1496.90
INFORMS HAP Deposit entries from 10/01/2021 to 02/28/2024, showing Employee ID#, deposit amount, date of entry / <i>File</i>	MDEAT has records responsive to this request.	0.00	3114.20
Administrative, Sick, & Vacation leave requests approved-granted/denied by Roshawn Harris, Edwin Miller, or William Diggs for the following MDEAT-Housing Division employees Marquis Best, Vincent Burnett, Dagmar Roman as indicated via employee e-mail request and/or INFORMS payroll entry & approval by MDEAT staff (Harris, Miller, Diggs) from the period 05/02/2022 to 09/30/2023.	MDEAT has records responsive to this request.	0.00	1400.80
Email correspondence To/From Vincent Burnett to Edwin Miller on 6/2/2022, 7/14/2022, 7/15/2022, 08/8/2022, 08/11/2022, 9/19/2022, 10/20/2022, 12/20/2022, 12/28/2022, 04/05/2023	MDEAT has records responsive to this request.	0.00	642.88
Any Email correspondence To/From Vincent Burnett to Raiphael Riuz (Miami Dade ITD)	MDEAT has no records responsive to this request.	0.00	0.00
Any Email correspondence sent or received by William Diggs to any party on: 4/13/2023, 04/14/2023, 1/18/2024, 1/19/2024, 2/2/2024	MDEAT has records responsive to this request.	0.00	389.88

Any Email correspondence sent or received by William Diggs to Tisha Rodriguez, Tyrone Williams, Melanie Mclean or Arlene Cuellar, from the period 02/09/2023 to 03/09/2024	MDEAT has records responsive to this request.	0.00	779.76
Any Witness (Incident) report by Clevell Brown-Jennings for the incident date of 7/19/2022	MDEAT has no records responsive to this request.	0.00	0.00
HAP Monthly New Loan report 6/2023 thru-2/2024	MDEAT has records responsive to this request.	0.00	35.02
Any funding applications/requests from BBIF for MDEAT Developer/Construction Financing Program inclusive of developer name, proposed plans, # Units, of the respective project(s)	MDEAT has records responsive to this request.	0.00	1285.76
Copies of all developer applications/plans received by MDEAT for Developer/Construction financing	MDEAT has records responsive to this request.	0.00	642.88
MDEAT Website link and/or copies of the Developer online application or public notice for participation in the MDEAT Construction Financing program.	MDEAT has records responsive to this request.	0.00	642.88
<b>BALANCE DUE</b>			10430.96

(12,571.12)  
 Construction  
 FINANCY - Records



Miami-Dade Economic Advocacy Trust  
INVOICE

Make Check Payable To:  
Miami-Dade Economic Advocacy Trust  
601 NW 1st Court, 21st Floor  
Miami, FL 33136  
Phone: 305.375.5661

Bill To:  
Vincent Burnett  
Reference: R024104-100323

DESCRIPTION	RESPONSE	TIME	TOTAL
List of Satisfaction of Mortgages recorded from 10/01/22 to 9/30/2023 ✓	MDEAT has records responsive to this request	3 Hrs	125.49 ✓
List of Satisfaction of Mortgages (SIMOs) in need of recording as of 9/30/2023 ✓	MDEAT has records responsive to this request	3 Hrs	113.18 ✓
Documentation-list, HAP Ln#, Payoff Date, etc. of 3,380 SIMOs in need of recording as stated in the 9/1/2022 in the email by Director Diggs to MDEAT Executive Committee ✗	MDEAT has records responsive to this request	3 Hrs	70.32
Housing Division: Balance sheet as of 9/30/2022, 9/30/2023	MDEAT has no records responsive to this request. Waiting to get information from Finance	TBD	TBD
Housing Division: Income statement as of 9/30/2022, 6/31/2023, 7/31/2023, 8/31/2023, 9/30/2023 HAP Production Report 08/2023, 09/2023	MDEAT has no records responsive to this request. Waiting to get information from Finance	TBD	TBD
HAP Production: Report 08/2023, 09/2023	MDEAT has records responsive to this request	1 Hr	44.87
MDEAT HAP New Loan Report 06/2023, 07/2023, 08/2023, 09/2023	MDEAT has records responsive to this request	2 Hrs	89.74
HAC agenda and minutes 06/2023, 07/2023, 08/2023, 09/2023, 10/2023	MDEAT has records responsive to this request	2 Hrs	150.30
Oct 2023 Board Package Report	MDEAT has records responsive to this request	0.00	0.00
Scope service, invoices, checks, & all payments to BBIF as part of the 12/2022 MDEAT sole source-MOA ✗	MDEAT has records responsive to this request	1 Hr	75.15
DESCRIPTION	RESPONSE	TIME	TOTAL



**Remit To:**  
 Miami-Dade County Human Resources  
 111 NW 1st Street, 20th Floor  
 Miami, Florida 33128

**Bill To:**  
 Vincent Burnett  
 2962 NW 50 St  
 Miami, FL 33142

**Invoice Summary**

Invoice No	INV24-R028924-1
Request Reference Number	R028924-042524
Invoice Date	5/17/2024
Due Date	5/31/2024
Status	Open
Balance Due	\$21.61

Category	Description	Details	Cost	Unit	Add Overhead	Total Quantity	Quantity Waived	Quantity Charged	Total
Labor Fees	Clerical Fee	Gather & Research (26 minutes)	\$50.25	Variable		0.43	0.00	0.43	\$21.61

**Comments:**  
 Various MDEAT Employees: Vincent Burnett ID 24255; Roman Dagmara ID 400821; Marquis Best ID 316516

**Totals:**

Total	\$21.61
Payments:	\$0.00
Balance Due	\$21.61

4/7/23  
 9/19/23

Requests requiring extensive research of processing time of 20 minutes or more will be charged at the hourly rate of the employee performing the research in accordance with Florida State Statutes and Miami-Dade County Administrative Orders.

If your payment is not received within 30 days of the issuance of this invoice, your request will be considered withdrawn and closed. All records associated will be disposed of pursuant to applicable State of Florida retention schedules.

## R030678-062724 - Economic Advocacy Trust

### Message History (2)

✉ On 6/27/2024 6:55:43 PM, Miami-Dade County - Public Records wrote:



Dear Vincent Burnett:

Thank you for your interest in public records of Miami-Dade County. Your request has been received and is being processed. Your request was received in this office on 6/27/2024 and given the reference number R030678-062724 for tracking purposes.

*Seeking email records and documentation from a local government entity are which are public records pursuant F.S. 119.01*

- 1. Any emails to/from Edwin Miller to Ronald Frazier and/or Jessie Houston from the period 06/01/2019 to 12/27/2021*
- 2. Any emails to/from Edwin Miller to Ronald Frazier and/or Jessie Houston from the period 05/02/2022 to 06/27/2024*
- 3. Any emails to/from Edwin Miller to Inez Long and/or Duane Lewis from the period 06/01/2019 to 12/27/2021*
- 4. Any emails to/from Edwin Miller to Inez Long and/or Duane Lewis from the period 05/02/2022 to 06/27/2024*
- 5. The executed contract (approximately 3/28/2023) between MDEAT and Black Business Investment Fund(BBIF) as referenced in MDEAT's 5/2023 Board Package,*
- 6. Any renewal contracts, addendums executed between MDEAT and Black Business Investment Fund (BBIF) from 03/01/2024 to the present.*
- 7. Any and all electronic documents, (from the period 03/28/2023 to 06/27/2024), received by MDEAT from Black Business Investment Fund (BBIF) required to be remitted pursuant to their scope of work - Attachment A of their contract as consultant. Including but not limited too: (i.e. quarterly financial statements, credit policy manual, monthly loan ledgers and financial statements for MDEAT portfolio of*

*loans and investments)*

Your request will be forwarded to the relevant person(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question.

Thank you,

Miami-Dade County

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To monitor the progress or update this request please log into the [Public Records System](#)



On 6/27/2024 6:55:41 PM, Vincent Burnett wrote:

Request Created on Public Portal

**MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST  
COMPLAINT FORM**



**INSTRUCTIONS**

The Miami-Dade County Board of County Commissioners, through Ordinance 97-105, established the Miami-Dade County Commission on Ethics & Public Trust (COE). The COE encourages persons with personal knowledge of suspected violations of ordinances within its jurisdiction to bring forth evidence in a legally sufficient complaint.

**Jurisdiction:** The COE has jurisdiction to hear complaints related to the following County & comparable municipal ordinances:

- Miami-Dade County Code of Ethics & Conflict of Interest Ordinance- §§ 2-11.1, *et. seq.*
- Political Campaign Activities- § 2-11.1.1
- Ethical Campaign Practices Ordinance, to be timely heard by a hearing examiner before an election, subject to a filing fee- § 2-11.1.1(E)
- Miami-Dade County's Citizens' Bill of Rights
- Employee Protection Ordinance - § 2-56.28.17 (These complaints must be simultaneously filed with the Office of the Mayor)
- Any other County or municipal ordinance that authorizes the COE to exercise its jurisdiction.

**Legal Sufficiency:** To be legally sufficient, the Complaint must meet the following criteria:

- 1) The complaint must be against a natural person, not a business entity, non-governmental organization, or public organization.
- 2) The complaint must allege a violation of an ordinance(s) within the jurisdiction of the COE;
- 3) The allegation(s) must be based substantially on personal knowledge;
- 4) The complaint must be signed under oath or affirmation by the complaining individual (complainant);
- 5) The facts alleged in the complaint are sufficient to allege a violation of an ordinance within the jurisdiction of the COE.

**Requirements:** Complaints must be notarized. COE will not accept anonymous complaints. Improperly completed Complaint Forms will be returned. All complaints are considered **independent** of one another. Therefore, if you are filing a complaint against multiple Respondents, you must use a **separate** Complaint Form for **each** Respondent and provide a **separate** Statement of Facts for each person, otherwise your complaint will be returned.

**Submittal and Fees:** The Complaint Form notarized and substantiated with relevant documents, if available, may be sent via U.S. mail or personal delivery to the Miami-Dade County Commission on Ethics, 701 NW 1<sup>st</sup> Court, 8<sup>th</sup> Floor, Miami, FL 33136; or by electronic mail to [ethics@miamidade.gov](mailto:ethics@miamidade.gov). For submissions by email, please include the word "CONFIDENTIAL" at the beginning of the email subject line.

**Statute of Limitations:** No action shall be taken on a Complaint filed more than three (3) years after the violation is alleged to have occurred, with the exception of allegations which are subject to a personnel proceeding or the exhaustion of all administrative remedies, in which instance, the statute of limitations will be tolled until the termination of said action(s).

**MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST  
COMPLAINT FORM**



**PROCEDURES**

All sworn complaints filed with COE will be assigned a number. A copy shall be forwarded to the Respondent within five (5) days after receipt of the Complaint or as soon as practicable thereafter unless the Complaint is returned to the complainant. An acknowledgement letter will also be sent to the complainant.

The Complaint will be reviewed for legal sufficiency. Upon a determination of no legal sufficiency, a recommendation will be presented to the COE for dismissal. An order dismissing the Complaint will be sent to both the Complainant and the Respondent. Upon a determination of legal sufficiency, a preliminary investigation shall be undertaken to determine whether there is probable cause to believe that a violation has occurred. Complainant may be required to speak to COE Staff and/or produce additional documentation in support of the complaint. If during the investigation, evidence of other wrongful act(s) not materially related to the Complaint is discovered, such evidence may result in further investigation, an ethics complaint or other action in accordance with COE Rules. Respondent shall be given an opportunity to respond to the Complaint.

COE Staff will make a recommendation of either probable cause or no probable cause to the COE which may take such action as authorized by its Rules. The COE may, at its discretion, dismiss a Complaint at any stage should it determine that the public interest would not be served by proceeding further.

- If you are complaining that you have been retaliated against pursuant to Employee Protection Ordinance, you **must** exhaust your administrative or contractual remedies before filing an ethics complaint in accordance with Section 2-56.28.17, Miami-Dade County Code and Section J, COE Rules.
- Ethical Campaign Practices Complaints will be processed on an expedited basis in accordance with Section 2-11.1.1(E), Miami-Dade County Code and Section K, COE Rules. A fee of \$301.00, payable by check, credit card or money order, is required for expedited process.

Withdrawal of Complaint: A request for withdrawal shall be in writing and signed by Complainant. A Complaint may be withdrawn for good cause.

Stay of Proceedings: In accordance with COE Rules, complaint proceedings may be stayed at any time prior to the commencement of a public hearing.

Notices: All legally sufficient sworn complaints will be presented to the Ethics Commission for probable cause determination. Notice of the probable cause determination hearing will be sent to all Respondents and only to personally aggrieved Complainants. Attendance at the probable cause determination hearing will depend on whether the violation you allege **directly** affects you, i.e., you have personally suffered loss or detriment, directly or indirectly, as a result of the Respondent's alleged violation. Upon the COE's entry of a final order, both the Complainant and Respondent will be notified of the final disposition. Pre-probable cause determinations are not noticed.

# Exhibit B



## LEGAL SUFFICIENCY DETERMINATION

To: Radia Turay, Advocate  
From: Loressa Felix, General Counsel  
Date: August 30, 2024  
Re: Complaint C 24-23-07 (*In re*: Edwin Miller)

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*Legal sufficiency exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based substantially on the personal knowledge of the Complainant and filed with the Ethics Commission within three years of the alleged violation.*

### **Background:**

On July 1, 2024, Complainant, Vincent Burnett, filed a sworn complaint against Respondent, Edwin Miller, Housing Division Administrator of Miami-Dade Economic Advocacy Trust (MDEAT) alleging that Respondent violated Section 2-11.1 (g), Exploitation of Official Position Prohibited, of the Miami-Dade County Conflict of Interest and Code of Ethics (County Ethics Code).

Section 2-11.1(g) of the County Ethics Code states as follows:

Exploitation of official position prohibited. No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

In the narrative accompanying the complaint, Complainant alleged that Respondent Miller lobbied for and facilitated large contracts awarded to Black Business Investment Fund (BBIF) based on his professional relationship and employment history with BBIF. The complaint alleged that Respondent Miller was employed by BBIF in 2022 as its South Florida Regional Director while being employed by MDEAT, and that BBIF received preferential treatment in its contract negotiations and awards with MDEAT due to this relationship.

**Analysis:**

A legal sufficiency analysis is limited to the four corners of the complaint and its attachments and must not consider speculations, suppositions, probabilities or possibilities. Consideration of extraneous matters is not permissible. *See* C 22-05; C 20-45; *See also* Santiago v. Mauna Loa Investments, LLC, 250 So.2d 895 (Fla. 1971).

This complaint meets the following requirements for legal sufficiency as listed below:

1. Complaint is against natural persons within Ethics Commission jurisdiction: Edwin Miller, Housing Division Administrator of MDEAT.
2. Complaint alleges a violation of an ordinance which confers enforcement authority upon the Ethics Commission, to wit: Section 2-11.1 (g), Exploitation of Official Position Prohibited; and Section 2-11.1 (x), Prohibition on county employees and departmental personnel performing contract-related duties.<sup>1</sup>

The facts alleged in the Complaint, if accepted as true, are sufficient to initiate an investigation into an alleged violation within the Ethics Commission’s jurisdiction: Complainant alleged that Respondent Miller lobbied for and/or facilitated large contracts awarded to Black Business Investment Fund (BBIF) based on his professional relationship and employment history with BBIF. The complaint alleged that Respondent Miller was employed by BBIF in 2022 as its South Florida Regional Director while being employed by MDEAT, and that BBIF received preferential treatment in its contract negotiations and awards with MDEAT due to this relationship.<sup>2</sup>

3. Complaint is based substantially on the personal knowledge of Complainant: Complainant is a former MDEAT employee and has attached emails, memorandum, and correspondence in support of his complaint.
4. Complaint is signed under oath or affirmation by the complaining person: the original complaint form was notarized and signed on July 1, 2024.

**Conclusion:** Based on the information provided, there is legal sufficiency to begin an investigation into this complaint for a possible violation of Section 2-11.1 (g), Exploitation of Official Position Prohibited; and Section 2-11.1 (x), Prohibition on county employees and departmental personnel performing contract-related duties.

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<sup>1</sup> Complainant’s allegations were made under Section 2-11.1(g) of the Miami-Dade County Ethics Code. However, pursuant to Rule 4.2 of the Miami-Dade County Commission of Ethics and Public Trust Rules of Procedure, “[c]omplaints need not be as precise as would be required by the rules of civil procedure and shall be deemed sufficient if the Complainant under oath upon knowledge of belief alleges matters, which if true, would constitute a violation of a provision under the Ethics Commission’s jurisdiction.” Therefore, despite Complainant’s reliance on the wrong provision of the code, the General Counsel must still deem the allegations sufficient if those allegations would constitute a violation under Ethics Commission jurisdiction.

<sup>2</sup> The allegations of mismanagement and financial impropriety should be referred to the Office of the Inspector General for review.

The complainant is not personally aggrieved party. *See* R. 4.12, COE ROP

cc: Rachelle Ross, Commission Clerk

# Exhibit C

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST  
COMPLAINT FORM



COMPLAINT FILED

Date: 10-25-2024 *ll*

*C 24-36-10*

COMPLAINANT (Person bringing complaint):

Name: Vincent Burnett  
Address: 2200 SW. 120th St City: Miami Zip Code: 33025  
Contact No.'s: *Specify Home, Work &/or Cell* 754-234-8428  
E-mail: Victoryrf@gmail.com

RESPONDENT (Person against whom complaint is made):

Name: Edwin Miller  
Address: 601 NW 1st St 21567 City: Miami Zip Code: 33136  
Contact No(s): *Specify Work &/or Cell* 305-375-5664  
Title/Office Held or Sought: (Housing Division Administrator - MEAT | Economic Empowerment Manager)

ALLEGATION refers to:  Person in County Gov't.  Person in municipal Gov't. (Specify city) \_\_\_\_\_

AND

Elections Ethical Campaign Ordinance (Refer to Instructions)  County's Citizens' Bill of Rights  
 Employee Protection Ordinance (Whistleblower retaliation) (Refer to Instructions)  County/Municipal Ethics Code  
 Other (Specify) Section 2.11(9)(j)(k)

Note: The Ethics Commission does not have jurisdiction over Florida Statutes, State or Federal officials, Judges, or the Miami- Dade County School Board.

STATEMENT OF FACTS BASED ON PERSONAL KNOWLEDGE: In a separate attachment, please describe in detail the facts and actions that form the basis of your complaint, including dates when the action(s) occurred. Also, attach any relevant documents as well as names and contact information of witnesses or other persons who may have knowledge about the actions. If known, indicate the section of the ordinance you believe is being violated. Please refer to the Instructions attached to this Complaint Form for further assistance.

OATH:

I, Vincent Burnett, do swear or affirm that the facts set forth in the foregoing complaint & attachments are true and correct to the best my knowledge.

*[Handwritten Signature]*

Signature of Complainant /Affiant

STATE OF FLORIDA  
COUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 24th day of October, 2024

By Vincent Burnett  
Name of Complainant/Affiant

Personally known to me  or produced identification  (FDC)

*[Handwritten Signature]*  
Signature of Notary Public, State of Florida

Print/ Type or Stamp Commissioned Name of Notary Public



Senayda G. Toledo  
Comm.: HH 353252  
Expires: January 24, 2027  
Notary Public - State of Florida

**Office of the Miami-Dade County Commission on Ethics and Public Trust**  
701 NW 1st Ct, 8th Floor  
Miami, FL 33136

**Subject: Formal Complaint Against Edwin Miller**

Dear Sir/Madam,

I am writing to formally submit a complaint against Mr. Edwin Miller, based on violations of the Miami-Dade County Code of Ethics, specifically Sections 2-11 (g), (j), and (k). My allegations stem from Mr. Miller's conduct during his employment with the Black Business Investment Fund (BBIF) while simultaneously receiving compensation from Miami-Dade County.

**Summary of Allegations:**

- 1. Conflict of Interest and Improper Compensation (Sec. 2-11 (g)):**  
From December 1, 2021, to December 27, 2021, Mr. Miller improperly received payment from Miami-Dade County while he was employed by BBIF. During this time, he collected compensation for 14 days of sick leave, 3 floating holidays, and 1 holiday observance (Christmas), amounting to approximately \$5,538 based on his annual salary of \$80,000. He failed to file a signed Director Conflict of Interest form or seek an opinion from the Commission on Ethics regarding this situation, thereby violating the provisions intended to prevent conflicts of interest.
- 2. Exploitation of Official Position (Sec. 2-11 (j)):**  
Despite stating in a December 2, 2021 email that he was no longer employed by Miami-Dade County as of December 1, 2021, Mr. Miller continued to access and use his Miami-Dade County email account (edwin.miller@miamidade.gov) to correspond with constituents and leverage his position. He used this email account on multiple occasions: December 2, December 3, December 6, and December 9, 2021. This misrepresentation undermines public trust as he was seeking business opportunities on behalf of BBIF while continuing to use his County email, creating the appearance that he was still a public employee. Notably, on December 13, 2021, Mr. Miller sent an email to MDEAT Director William Diggs, providing his new contact information at BBIF, further indicating he was not providing any labor or services to Miami-Dade County during this period.
- 3. Failure to File Statement of Financial Disclosure (Sec. 2-11 (k)):**  
According to Miami-Dade County Ethics Code Section 2-11 (k), all employees are required to file a Statement of Financial Disclosure annually. If Mr. Miller was indeed an employee during the timeframe in question, his disclosure would have been due approximately in July 2022; however, no such statement has been filed, which constitutes a violation of this requirement.

**Evidence:**

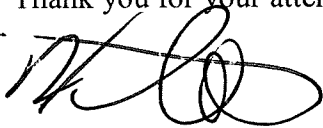
I am personally aware of these allegations based on an examination of Miami-Dade County Human Resource public records concerning Mr. Miller's leave absence report, as well as his emails from his Miami-Dade County email address, which are also public records.

**Conclusion:**

Mr. Miller's actions represent clear violations of the Miami-Dade County Code of Ethics, undermining the integrity of public service and creating potential conflicts of interest. I urge the Commission on Ethics to

investigate these matters thoroughly to ensure accountability and uphold the ethical standards expected of public officials.

Thank you for your attention to this serious matter. I look forward to your prompt response.

A handwritten signature in black ink, appearing to read 'V. Burnett', with a large, stylized flourish at the end.

Sincerely,

Vincent Burnett

## Employee Leave Usage / Attendance

**EMPLOYEE\_ID:** 00323706

**DEPARTMENT\_NAME:** MIAMI-DADE ECONOMIC ADVOCACY TRUST

**LAST\_NAME:** MILLER

**FIRST\_NAME:** EDWIN

**TITLE:** MDEAT HOUSING PROGRAM CHIEF

PAR_DATE	PAR_HOURS	PAR_LONG_DESC	PAR_CODE	PAY PERIOD END DATE
11/11/21	8	HOLIDAY OBSERVED	H	11/14/21
11/12/21	8	WORKING FROM HOME	WH	11/14/21
11/24/21	8	SICK LEAVE	S	11/28/21
11/25/21	8	HOLIDAY OBSERVED	H	11/28/21
11/26/21	8	HOLIDAY OBSERVED	H	11/28/21
12/1/21	8	FLOATING HOLIDAY	FH	12/12/21
12/2/21	8	SICK LEAVE	S	12/12/21
12/3/21	8	SICK LEAVE	S	12/12/21
12/6/21	8	FLOATING HOLIDAY	FH	12/12/21
12/7/21	8	SICK LEAVE	S	12/12/21
12/8/21	8	SICK LEAVE	S	12/12/21
12/9/21	8	FLOATING HOLIDAY	FH	12/12/21
12/10/21	8	SICK LEAVE	S	12/12/21
12/13/21	8	SICK LEAVE	S	12/26/21
12/14/21	8	SICK LEAVE	S	12/26/21
12/15/21	8	SICK LEAVE	S	12/26/21
12/16/21	8	SICK LEAVE	S	12/26/21
12/17/21	8	SICK LEAVE	S	12/26/21
12/20/21	8	SICK LEAVE	S	12/26/21
12/21/21	8	SICK LEAVE	S	12/26/21
12/22/21	8	SICK LEAVE	S	12/26/21
12/23/21	8	SICK LEAVE	S	12/26/21
12/24/21	8	HOLIDAY OBSERVED	H	12/26/21
12/27/21	0	TERMINATION	T	1/9/22
12/27/21	238	DROP ANNUAL PAYOUT	AA	1/9/22
5/13/22	8	HOLIDAY OBSERVED	H	5/15/22
5/30/22	8	HOLIDAY OBSERVED	H	6/12/22

May 17, 2024

- 1 -

2:28:42 PM

<b>15</b>	<b>120</b>	<b>SICK LEAVE</b>
<b>3</b>	<b>24</b>	<b>FLOATING HOLIDAY</b>
<b>3</b>	<b>24</b>	<b>HOLIDAY OBSERVED</b>
	<b>168</b>	

**Miller worked 2 out of a possible 20 work days**

**Miller missed 18/20 work days**

**Miller called in sick 15/20 work days (3 Floating + 15 sick)**

**Miller was paid out 238 Hours of annual after burning up 120 sick leave**

**From:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>  
**Sent:** Thursday, December 2, 2021 4:11 PM  
**To:** [edwin.miller@miamidade.gov](mailto:edwin.miller@miamidade.gov)  
**Subject:** FW: BBIF Loan Applications and Continuing to Work with You

EMAIL RECEIVED FROM EXTERNAL SOURCE

**From:** Edwin Miller  
**Sent:** Thursday, December 2, 2021 3:57 PM  
**To:** 'WLA WAND@miamidade.gov' <[WLA WAND@miamidade.gov](mailto:WLA WAND@miamidade.gov)>  
**Subject:** BBIF Loan Applications and Continuing to Work with You

Good Afternoon Lawanda Wright-Robinson:

As of yesterday, I started a position with the Black Business Investment Fund. I am responsible for lending and providing technical assistance to Black-owned contractors. I plan to continue to work with EDAC and your office this year. I must lend \$9 million by September 30, 2022.

At some point next week, please, I would like to meet with you to discuss how we might work together; hopefully, via some of the events we planned earlier this fiscal year for MDEAT's EDAC.

Attached, please find BBIF's loan applications. If you, your clients, or other business owners need commercial financing, BBIF has a host of lending products to with loans up to \$2,000,000.

Please advise,

Edwin L. Miller

Regional Director – South Florida



**HOW DOES BBIF WORK?**

937 NW 3<sup>rd</sup> Avenue

Miami, FL 33136

(305) 570-2681 Direct

(407) 649-4780 Main

[www.bbifflorida.com](http://www.bbifflorida.com)

**From:** Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
**Sent:** Thursday, December 2, 2021 8:22 PM  
**To:** emiller@bbif.com  
**Subject:** Small Business Cap

**Edwin L. Miller**

**Economic Empowerment Manager**

**Miami-Dade Economic Advocacy Trust**

*Stephen P. Clark Government Center*

*111 NW 1 Street, Suite 2032 | Miami, FL 33128*


[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)

Direct: 305.375.5610

Main: 305.375.5661

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)

**MDEAT**

Miami-Dade Economic  
Advocacy Trust 

*Working Together for Economic Change*



**From:** Edwin Miller <emiller@bbif.com>

**Sent:** Friday, December 3, 2021 5:42 PM

**To:** edwin.miller@miamidade.gov

**Subject:** FW: Black Business Investment Fund (BBIF) Loan Applications

EMAIL RECEIVED FROM EXTERNAL SOURCE

**From:** Dudley Etienne Harvard <dudly@dudlyservices.com>

**Sent:** Friday, December 3, 2021 5:11 PM

**To:** Edwin Miller <emiller@bbif.com>

**Subject:** Re: Black Business Investment Fund (BBIF) Loan Applications

Hi Edwin,

Can you share this flyer within your database? We have an upcoming Outreach event and we want to make sure the community is aware of it.

Thank you and have a great weekend!

On Fri, Dec 3, 2021 at 5:03 PM Edwin Miller <emiller@bbif.com> wrote:

Hello Stakeholder:

**Currently, I am in an even better position to provide loans to small businesses from \$5,000 to \$2,000,000. To that end, attached, please find BBIF's loan applications. If you, or other business owners need commercial loan financing, BBIF has a host of lending products at good interest rates to help with your business financing needs.**

Very Kind Regards,

Edwin Miller

Regional Director – South Florida

From: Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
Sent: Thursday, December 9, 2021 7:52 PM  
To: [rae@oasismg.net](mailto:rae@oasismg.net)  
Cc: Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>; Miller, Edwin [GMAIL] <[11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com)>  
Subject: RE: Thank You SO much!

Hey Rae:

Thank you. I will be there.

Very Kind Regards,

Ed Miller

From: [rae@oasismg.net](mailto:rae@oasismg.net) <[rae@oasismg.net](mailto:rae@oasismg.net)>  
Sent: Monday, December 6, 2021 3:24 PM  
To: Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
Subject: Thank You SO much!

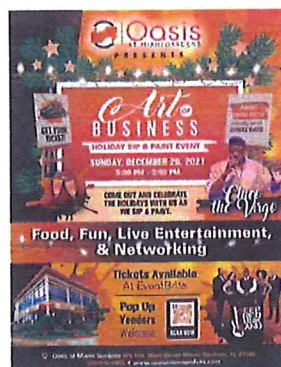
EMAIL RECEIVED FROM EXTERNAL SOURCE

Ed – THANK YOU so much for making the last First Friday Business Breakfast event of 2021 a roaring success! We are grateful for your support throughout the last year and look forward to your ongoing support as a member of the BBIF Team!

Don't forget! We are hosting our Art of Business year-end event at the Oasis on December 26th. It's going to be AMAZING!

Click the picture below to purchase tickets and please pass along to your friends and colleagues. The more

the merrier! 😊



**From:** Edwin Miller <11edwinmiller@gmail.com>  
**Sent:** Monday, December 13, 2021 4:26 PM  
**To:** william.diggs@miamidade.gov  
**Cc:** emiller@bbif.com  
**Subject:** Fwd: Fit2Learn Inquiry

EMAIL RECEIVED FROM EXTERNAL SOURCE

**Boss Man:**

This email serves to make sure you have my email addresses in your new email account with Miami-Dade County.

Also, this email serves to provide you with the contact information for that certain lady who inquired about her teen getting employment. Her name is Alexandra Hughes. Her number is 954-394-2499. Also, please see the email thread below.

Edwin Miller

(305) 414-4589

[11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com)

----- Forwarded message -----

**From:** Edwin Miller <[11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com)>  
**Date:** Wed, Dec 8, 2021 at 4:11 PM  
**Subject:** Re: Fit2Learn Inquiry  
**To:** Ms. Hughes <[hughesalexandra2539@gmail.com](mailto:hughesalexandra2539@gmail.com)>  
**Cc:** <[william.simmons@miamidade.gov](mailto:william.simmons@miamidade.gov)>, <[eric.hansen@miamidade.gov](mailto:eric.hansen@miamidade.gov)>

Hello Ms. Hughes:

Thank you for your email and it was a pleasure meeting you. Please, contact William Simmons with MDEAT at (305) 375-5661. Mr. Simmons has handled my affairs since leaving MDEAT. His email address is [william.simmons@miamidade.gov](mailto:william.simmons@miamidade.gov). Please, contact Eric Hansen of the Fit 2 Lead Program at [eric.hansen@miamidade.gov](mailto:eric.hansen@miamidade.gov). It appears the Fit 2 Lead program administrators may not know that I have left MDEAT.

Very Kind Regards,

Edwin Miller

(305) 414-4589

[11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com)

**From:** Edwin Miller <emiller@bbif.com>

**Sent:** Monday, January 10, 2022 11:04 AM

**To:** william.diggs@miamidade.gov

**Subject:** Little Haiti Developments - Articles on Magic City SAP progress & the Design Place project SAP presentation

EMAIL RECEIVED FROM EXTERNAL SOURCE

**Boss Man:**

As an urban planner, you will appreciate this. Little Haiti will be re-developed; in my opinion, such that, substantially all the black folks will be booted out. However, there is a developer putting little houses made of shipping containers in some infill lots. **They may look like little slave quarters in twenty years, but I still wonder if there is a way for MDEAT to get involved by perhaps originating; then, selling the mortgages at a premium – a win/win for MDEAT and black folk.**

Please advise,

Ed Miller

# Exhibit D



## LEGAL SUFFICIENCY DETERMINATION

To: Radia Turay, Advocate  
From: Susannah Nesmith, Staff Attorney  
Date: November 5, 2024  
Re: C 24-36-10 (*In re*. Edwin Miller)

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*Legal sufficiency exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based substantially on the personal knowledge of the Complainant and filed with the Ethics Commission within three years of the alleged violation.*

### Background:

On October 25, 2024, Complainant, Vincent Burnett, filed a sworn complaint against Respondent, Edwin Miller, former Housing Program Chief of the Miami-Dade Economic Advocacy Trust (“MDEAT”), alleging violations of Section 2-11.1, Miami-Dade County Conflict of Interest and Code of Ethics (“County Ethics Code”).

Section 2-11(g) of the County Ethics Code provides as follows:

Exploitation of official position prohibited. No person included in the terms defined in subsection (b)(1) through (6) and (b)(13) [Commissioners] shall use or attempt to use his or her official position to secure special privileges or exemptions for himself or herself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

Section 2-11.1(j) of the County Ethics Code provides as follows:

Conflicting employment prohibited. No person included in the terms defined in subsections (b)(1) through (6) and (b)(13) shall accept other employment which would impair his or her independence of judgment in the performance of his or her public duties.

Section 2-11.1(k) of the County Ethics Code provides as follows:

Prohibition on outside employment.

(1) No person included in the terms defined in subsections (b)(5) [departmental personnel] and (6) [employees] shall receive any compensation for his or her services as an officer or employee of the County, from any source other than the County, except as may be permitted by Section 2-11 of this Code of Ordinances.

(2) All full-time County and municipal employees engaged in any outside employment for any person, firm, corporation or entity other than Miami-Dade County, or the respective municipality, or any of their agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done pursuant to same and any amount or types of money or other consideration received by the employee from said outside employment. Said County employee's reports shall be filed with the supervisor of elections no later than 12:00 noon on July 1st of each year, including the July 1st following the last year that person held such employment. Municipal employee reports shall be filed with the Clerk of their respective municipalities. Said reports shall be available at a reasonable time and place for inspection by the public. The County Manager or any city manager may require monthly reports from individual employees or groups of employees for good cause.

Section 2-11.1(m)(1) of the County Ethics Code provides as follows:

Certain appearances and payment prohibited.

(1) No person included in the terms defined in subsections (b)(1), (5), (6) and (13) [commissioners, the Mayor, departmental personnel, employees and contract staff] shall appear before any County Board or agency and make a presentation on behalf of a third person with respect to any license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive compensation, directly or indirectly or in any form, for services rendered to a third person, who has applied for or is seeking some benefit from the County or a County agency, in connection with the particular benefit sought by the third person. Nor shall such person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the County or a County agency through the suit in question.

The Complainant attached the Respondent's Employee Leave Usage/Attendance report for the period November 11, 2021 through his separation from the County on December 27, 2021. During this period, the Leave Usage report shows Respondent was paid by Miami-Dade County for three Floating Holidays, one Observed Holiday and fourteen days of sick leave.

Complainant also attached a selection of emails sent or received by the Respondent at his County email address during the period in question. These emails include:

- A December 2, 2021 email in which Respondent tells a fellow county employee that he has "started a new position with the Black Business Investment Fund" ("BBIF") as of the day before. In this email, he states that, in his position at BBIF, he plans to "continue to work

with EDAC (the Economic Development Action Committee of MDEAT). He also asks to meet with the County employee to discuss his new position at BBIF and “how we might work together.” He also attaches a BBIF loan application and suggests that the County employee’s clients apply for BBIF loans.

- A December 2, 2021 email in which Respondent, accessing his County email, forwards information to his new email at the BBIF.
- A December 8, 2021 email informing an outside third party that he has left MDEAT.
- A December 9, 2021 email from the Respondent’s County email responding to an invitation from an outside third party.
- A December 13, 2021 email from Respondent’s private email account to William Diggs, the director of MDEAT, providing Diggs with Respondent’s BBIF email address.

Complainant also represented that he examined public records and found no evidence that Respondent filed the required Outside Employment Statement.

Analysis:

A legal sufficiency analysis is limited to the four corners of the complaint and its attachments and must not consider speculations, suppositions, probabilities or possibilities. Consideration of extraneous matters is not permissible. *See* C 22-05; C 20-45; *See also* Santiago v. Mauna Loa Investments, LLC, 250 So.2d 895 (Fla. 1971).

This complaint meets the following requirements for legal sufficiency as listed below:

1. Complaint is against a natural person within Ethics Commission jurisdiction: Former MDEAT Housing Program Chief,<sup>1</sup> Edwin Miller.
2. Complaint alleges a violation of Section 2-11.1, County Ethics Code, which confers enforcement authority upon the Ethics Commission.

The facts alleged in the Complaint, if accepted as true, are sufficient to initiate an investigation into alleged violations within the Ethics Commission’s jurisdiction:

- a. Section 2-11.1(g), Exploitation  
Respondent exploited his position by working for an outside employer while taking sick leave from his position at MDEAT<sup>2</sup>.
- b. Section 2-11.1(j), Conflicting Employment

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<sup>1</sup> Respondent returned to employment at MDEAT later in 2022 and currently serves as the Housing Administrator with that department.

<sup>2</sup> *See* C11-07 (finding a Zoo Miami employee exploited her position when she used sick leave to work for her outside employer); C10-25 (finding the Mayor’s chief of staff exploited his position when he used unearned administrative leave to work for his outside employer); C05-27 (finding an International Trade Consortium employee exploited his position when he manipulated the time recording system to pay him sick leave and annual leave for 157 hours, while allowing him to retain the same time in a leave bank from which he could be paid later); C05-25 (in which the Ethics Commission found legally sufficient a complaint against a City of Miami Beach employee who falsified work records to conceal non-work-related activity and presented false doctor’s notes to his employer to justify sick leave; the complaint was withdrawn after Respondent was disciplined by the City).

Respondent engaged in conflicting outside employment when he accepted outside employment with BBIF, a position in which he states in his email of December 2, 2021, that he will be working with a committee of MDEAT, his County employer.

c. Section 2-11.1(k), Prohibition on Outside Employment

Respondent engaged in outside employment for BBIF but failed to file the required disclosure for the period when he was also working for Miami-Dade County.

d. Section 2-11.1(m)(1), Prohibited appearances

Respondent engaged in lobbying a County employee on behalf of a third party while he was in fact still a County employee.<sup>3</sup>

3. Complaint is based substantially on the personal knowledge of Complainant: Complainant is a former MDEAT employee. He provided both the Leave Usage Report showing the Respondent was still drawing a salary from Miami-Dade County on specific days when he was being paid on sick time or holiday time, while he was also working for an outside employer. Complainant also provided emails showing Respondent continued to access his County email as a County employee, while using the email of his outside employer and representing that he worked for BBIF. Complainant represented that he examined public records and found no evidence that Respondent filed the required Outside Employment Statement.
4. Complaint is signed under oath or affirmation by the complaining person: the original complaint form was notarized and signed on October 24, 2024.

Conclusion:

Based on the information provided, there is legal sufficiency to begin an investigation into this complaint for a possible violation of the Section 2-11.1 of the County Ethics Code.

The Complainant is not a personally aggrieved party. *See* R. 4.12, COE ROP.

cc: Loressa Felix, General Counsel  
Rachelle Ross, Commission Clerk  
Ignacio J. Vázquez, Jr., Executive Director

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<sup>3</sup> If, however, the facts discovered in the investigation establish that Respondent was no longer employed by Miami-Dade County on or before December 1, 2021, when he began working for BBIF, Respondent was also prohibited from lobbying as a former county employee. *See* Section 2-11.1(q), County Ethics Code. The restrictions in subsection (q) begin on the last day a County employee is paid for County employment and continue for twenty-four months. *See* INQ 14-241.

# Exhibit E

## Employee Leave Usage / Attendance

EMPLOYEE\_ID: 00323706 AND PAR\_DATE: Between Nov 1, 2021 12:00 AM and Dec 31, 2021 11:59 PM

PAR\_DATE: Ascending order

**EMPLOYEE\_ID: 00323706**

**DEPARTMENT\_NAME: MIAMI-DADE ECONOMIC ADVOCACY TRUST**

**LAST\_NAME: MILLER**

**FIRST\_NAME: EDWIN**

**TITLE: MDEAT HOUSING PROGRAM CHIEF**

PAR_DATE ▲	PAR_HOURS	PAR_LONG_DESC	PAR_CODE	PAY PERIOD END DATE
11/11/21	8	HOLIDAY OBSERVED	H	11/14/21
11/12/21	8	WORKING FROM HOME	WH	11/14/21
11/24/21	8	SICK LEAVE	S	11/28/21
11/25/21	8	HOLIDAY OBSERVED	H	11/28/21
11/26/21	8	HOLIDAY OBSERVED	H	11/28/21
12/1/21	8	FLOATING HOLIDAY	FH	12/12/21
12/2/21	8	SICK LEAVE	S	12/12/21
12/3/21	8	SICK LEAVE	S	12/12/21
12/6/21	8	FLOATING HOLIDAY	FH	12/12/21
12/7/21	8	SICK LEAVE	S	12/12/21
12/8/21	8	SICK LEAVE	S	12/12/21
12/9/21	8	FLOATING HOLIDAY	FH	12/12/21
12/10/21	8	SICK LEAVE	S	12/12/21
12/13/21	8	SICK LEAVE	S	12/26/21
12/14/21	8	SICK LEAVE	S	12/26/21
12/15/21	8	SICK LEAVE	S	12/26/21
12/16/21	8	SICK LEAVE	S	12/26/21
12/17/21	8	SICK LEAVE	S	12/26/21
12/20/21	8	SICK LEAVE	S	12/26/21
12/21/21	8	SICK LEAVE	S	12/26/21
12/22/21	8	SICK LEAVE	S	12/26/21
12/23/21	8	SICK LEAVE	S	12/26/21
12/24/21	8	HOLIDAY OBSERVED	H	12/26/21
12/27/21	0	TERMINATION	T	1/9/22
12/27/21	238	DROP ANNUAL PAYOUT	AA	1/9/22

# Exhibit F



REQUEST FOR LEAVE

3610712

Name Edwin Miller Employee ID 2323706

Dept. 085 Div. 01 Loc. 001 Date From 4/19/2021 Date To 4/19/2021

No. of Hours 8 Absence to be Charge to side 11/24/2021 ~~11/24/2021~~ 11/24/2021

Reason \_\_\_\_\_

[Signature]  
Employee Signature

[Signature] 15032 B. D. D. 11-18-21  
Supervisor Signature 11-23-21



REQUEST FOR LEAVE

3610717

Name Edwin Miller Employee ID 323 706  
Dept. 085 Div. 01 Loc. 001 Date From 12/02/2021 Date To 12/03/2021  
No. of Hours 10 Absence to be Charge to SICK

Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature

Supervisor Signature



REQUEST FOR LEAVE

3610719

Name Eddie Miller Employee ID e323706

Dept. 085 Div. 01 Loc. 001 Date From 12/07/2021 Date To 12/08/2021

No. of Hours 16 Absence to be Charge to SICK

Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature

Supervisor Signature



REQUEST FOR LEAVE

3610721

Name Eckman Miller Employee ID 323 706  
Dept 085 Div. 01 Loc. 001 Date From 12/10/2024 Date To 12/10/2024  
No. of Hours 8 Absence to be Charge to SICK  
Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature

Supervisor Signature

# Exhibit G

**From:** [Edwin Miller](#)  
**To:** [Harris, Roshawn \(MDEAT\)](#)  
**Cc:** [wdiqgs@hotmail.com](#); [Pollock, Traci \(MDEAT\)](#)  
**Subject:** Letter - Edwin Miller  
**Date:** Tuesday, November 16, 2021 9:49:16 PM  
**Attachments:** [20211116175402912.pdf](#)

---

EMAIL RECEIVED FROM EXTERNAL  
SOURCE

Roshawn:

Attached, please find a letter.

Edwin Miller

----- Forwarded message -----

**From:** **Miller, Edwin (MDEAT)** <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>  
**Date:** Tue, Nov 16, 2021, 6:13 PM  
**Subject:** FW: Message from "RNP583879530769"  
**To:** Miller, Edwin [GMAIL] <[1ledwinmiller@gmail.com](mailto:1ledwinmiller@gmail.com)>

-----Original Message-----

**From:** [scanner@miamidade.gov](mailto:scanner@miamidade.gov) <[scanner@miamidade.gov](mailto:scanner@miamidade.gov)>  
**Sent:** Tuesday, November 16, 2021 5:54 PM  
**To:** Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>  
**Subject:** Message from "RNP583879530769"

This E-mail was sent from "RNP583879530769" (IM C6000).

Scan Date: 11.16.2021 17:54:02 (-0500)

Queries to: [scanner@miamidade.gov](mailto:scanner@miamidade.gov)

Edwin Miller  
13215 NE 6<sup>th</sup> Avenue #201  
North Miami, FL 33161

November 16, 2021

Ms.RoShawn Harris  
Departmental Administrative Coordinator/Department Personnel Representative  
Miami-Dade Economic Advocacy Trust  
111 NW 1 Street, Suite 2032  
Miami, FL 33128

**RE: Resignation Effective November 30, 2021**

Dear Ms.RoShawn Harris:

It is with heavy heart that I submit my resignation as Economic Empowerment Manager of the Miami-Dade Economic Advocacy Trust (MDEAT). Although I still look forward to again working with Bill Diggs, the agency's new Executive Director, my family's immediate financial needs relative to my current compensation are of significant issue. Thus, I have begrudgingly accepted a new position.

My last day with MDEAT is scheduled for November 30, 2021. I am happy to meet with management to discuss the transition of my duties.

We pray for the success of MDEAT and all its employees in coming years.

Warm Regards,



Edwin L. Miller  
Economic Empowerment Manager

Cc: William Diggs  
Traci Pollock

# Exhibit H

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Harris, Roshawn \(MDEAT\)](#)  
**Cc:** [Miller, Edwin \[GMAIL\]](#)  
**Subject:** Resignation II  
**Date:** Tuesday, November 30, 2021 1:57:00 PM  
**Attachments:** [Resignation II.docx](#)

---

Edwin Miller  
13215 NE 6<sup>th</sup> Avenue #201  
North Miami, FL 33161

November 30, 2021

Ms.RoShawn Harris  
Departmental Administrative Coordinator/Department Personnel Representative  
Miami-Dade Economic Advocacy Trust  
111 NW 1 Street, Suite 2032  
Miami, FL 33128

**RE: Resignation Effective December 10, 2021**

Dear Ms.RoShawn Harris:

My last day with MDEAT is scheduled for December 10, 2021.

Warm Regards,

Edwin L. Miller  
Economic Empowerment Manager

Cc: William Diggs  
Traci Pollock

# Exhibit I

Edwin Miller  
13215 NE 6<sup>th</sup> Avenue #201  
North Miami, FL 33161

November 30, 2021

Ms.RoShawn Harris  
Departmental Administrative Coordinator/Department Personnel Representative  
Miami-Dade Economic Advocacy Trust  
111 NW 1 Street, Suite 2032  
Miami, FL 33128

**RE: Resignation**

Dear Ms.RoShawn Harris:

My last day with MDEAT is scheduled for December 23, 2021.

Warm Regards,

Edwin L. Miller  
Economic Empowerment Manager

Cc: William Diggs  
Traci Pollock

# Exhibit J



BBIF Florida is an Equal Opportunity Provider

October 29, 2021

Mr. Edwin Miller  
Email: 11edwinmiller@gmail.com  
Telephone: (305) 414-4589

Re: Employment with Black Business Investment Fund, Inc. (BBIF)

Dear Edwin,

I am very pleased to offer you a professional position as the South Florida Regional Director (RD) at BBIF's South Florida office, based on the following terms and conditions:

**1. Position:**

You are hereby offered the position of South Florida Regional Director and in this capacity, you will report directly to Duane Lewis, Chief Operations Officer (COO). This is a full-time position; your start date is ~~Monday, November 15, 2021~~ <sup>Wednesday, December 1, 2021</sup>. In this assignment, your key responsibilities will be to support the overarching mission and goals of BBIF, specifically is responsible to develop, manage and grow BBIF's South Florida office serving the greater Miami and Broward County MSA areas. Attached documents are: (1) job description noting the position responsibilities, (2) annual performance goals and performance-based compensation; Exhibit A and B, respectively.

**2. Remuneration:**

Your starting base salary is \$90,000 annually, (less statutorily required deductions) at 40 hours per week. Your salary is payable twice a month on the 15th and at the end of the month, 30th or 31st. Your base salary of \$90,000 plus your employee benefits of medical health, dental and eyecare insurance, vacation and personal leave time brings your total salary package to \$121, 375.

Your probationary period is 90 days and begins on your start date. As a full-time team member, you will be eligible for health benefits after 60 days and receive a total of two weeks of vacation time and two weeks of sick/personal time; time will be accumulated each pay period and can be used after the 90-day probation period. In addition to your base salary, you are entitled to performance-based compensation. A document detailing the performance-based compensation is attached for reference, Exhibit B.

Your hours of work are based on the normal operating hours of BBIF Florida and are expected to be on a full-time basis, between the hours of 8:30 a.m. to 5:30 p.m. Monday to Friday.

**3. Effective Date:**

The terms of this offer shall come into effect on your first day of employment with the BBIF.

**4. Conflict of Interest:**

As an employee of the BBIF, you are not allowed to create or work for a business that provides the same or similar services that are provided by BBIF; also, a BBIF client cannot employ you. Such is the basis for immediate employment termination.

LOCATION  
301 East Pine Street, Suite 175  
Orlando, Florida 32801

PHONE & FAX  
Telephone: (407) 649-4780  
Facsimile: (407) 649-8688

WEBSITE & EMAIL  
info@bbif.com  
www.bbif.com

**5. Other Terms and Conditions:**

Background Check: This offer of employment is a position of trust and is subject to a positive background check to include employment screening, which typically includes a check of past employment verification, credit history, and criminal history.

Your employment is subject to the terms and conditions set out in the applicable policies approved by BBIF. You may view the collective agreement with BBIF Policy Handbook.

**Confidentiality:**

By accepting this offer, you also acknowledge and agree that you shall abide by the following terms and conditions, and that such terms and conditions are reasonable.

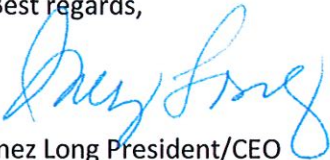
During your employment with the BBIF, you will be entrusted with confidential and proprietary information. You agree that such information will not be released or divulged, whether directly or indirectly, unless authorized by BBIF's policy, required by law.

I would ask that you review the contents of this offer carefully. If the terms of employment as set out in this agreement are acceptable to you, please sign and date a copy of this employment offer and return a fully signed copy to my attention by Friday, November 5, 2021.

Edwin, I wish to convey my sincere enthusiasm about the possibility of you joining the BBIF team and hope that you find the terms of this offer reasonable and attractive.

Please feel free to contact me if you have any questions at (407) 649-4780.

Best regards,



Inez Long President/CEO  
Encl.

I agree to accept the conditions of employment indicated above, this 5<sup>th</sup> day of November, 2021



Edwin Miller (Signature)

Note: Please ensure that you return a copy of the accepted letter by (Friday, November 5, 2021) to:

Donna Dingle  
BBIF Inc. 301 E. Pine Street, Ste. 175  
Orlando, Florida 32801  
[ddingle@bbif.com](mailto:ddingle@bbif.com)

Updated 11/12/2021 with a new start date of 12/1/2021 by Jasmine Gebon.

# Exhibit K

**From:** [Edwin Miller](#)  
**To:** [Wright-Robinson, Lawanda \(ISD\)](#)  
**Subject:** RE: BBIF Loan Applications and Continuing to Work with You  
**Date:** Monday, December 20, 2021 11:24:45 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

EMAIL RECEIVED FROM EXTERNAL SOURCE

19<sup>th</sup> and 26th


---

**From:** Wright-Robinson, Lawanda (ISD) <[Lawanda.Wright-Robinson@miamidade.gov](mailto:Lawanda.Wright-Robinson@miamidade.gov)>  
**Sent:** Monday, December 20, 2021 11:24 AM  
**To:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>  
**Subject:** RE: BBIF Loan Applications and Continuing to Work with You

Edwin what are the 2 dates we talked about in January for the SBE & BBIF event?

**Lawanda Wright-Robinson, SBD Section Chief**  
**Miami-Dade County Internal Services Department**

111 NW 1st Street, 19<sup>st</sup> Floor, Miami, Florida 33128  
305-375-3186 Phone  
786-351-9405 Cell  
305-375-3160 Fax  
[www.miamidade.gov/internalservices](http://www.miamidade.gov/internalservices)

**ATTENTION!** Small Business Development is here to assist our small businesses with your COVID-19 resources and updates.  
Please visit <https://mdcsbd.gob2g.com/Default.asp?> and click on "View Outreach opportunities" 

**How can ISD serve you better?**  
**Give us your feedback [here!](#)**

**Connect With Us** on [Twitter](#) | [Facebook](#) | [Instagram](#)

*Please consider the environment before printing this email.  
Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.  
Email messages are covered under such laws and thus subject to disclosure.*

---

**From:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>  
**Sent:** Wednesday, December 8, 2021 5:01 PM  
**To:** Wright-Robinson, Lawanda (ISD) <[Lawanda.Wright-Robinson@miamidade.gov](mailto:Lawanda.Wright-Robinson@miamidade.gov)>  
**Subject:** RE: BBIF Loan Applications and Continuing to Work with You

EMAIL RECEIVED FROM EXTERNAL SOURCE

Lawanda:

It is all good. So, should I reschedule for 9:00 AM. That's even better.

Respectfully,

Edwin Miller

---

**From:** Wright-Robinson, Lawanda (ISD) <[Lawanda.Wright-Robinson@miamidade.gov](mailto:Lawanda.Wright-Robinson@miamidade.gov)>

**Sent:** Wednesday, December 8, 2021 4:59 PM

**To:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>

**Subject:** Re: BBIF Loan Applications and Continuing to Work with You

Edwin I'm sorry I thought you said 9am not 10am

I have another meeting already for 10.

Lawanda

Sent from my iPhone

On Dec 8, 2021, at 4:26 PM, Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)> wrote:

EMAIL RECEIVED FROM EXTERNAL SOURCE

Hello Lawanda Wright-Robinson:

This email serves to determine if you are still available tomorrow, Thursday, December 9, 2021, at 10:00 AM. If so, I would like to speak with you then.

Please advise,

Edwin L. Miller  
Regional Director - South Florida



**HOW DOES BBIF WORK?**

937 NW 3<sup>rd</sup> Avenue  
Miami, FL 33136  
(305) 570-2681 Direct  
(407) 649-4780 Main  
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---

**From:** Wright-Robinson, Lawanda (ISD) <[Lawanda.Wright-Robinson@miamidade.gov](mailto:Lawanda.Wright-Robinson@miamidade.gov)>  
**Sent:** Monday, December 6, 2021 3:58 PM  
**To:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>  
**Subject:** RE: BBIF Loan Applications and Continuing to Work with You

Edwin, congratulations this is awesome.

I have availability this Thursday the 9<sup>th</sup> from 10am to 2pm to talk. Or Friday from 10am to 12pm

What time and day is good for you?

**Lawanda Wright-Robinson, SBD Section Chief**  
**Miami-Dade County Internal Services Department**


111 NW 1st Street, 19<sup>st</sup> Floor, Miami, Florida 33128

305-375-3186 Phone

786-351-9405 Cell

305-375-3160 Fax

[www.miamidade.gov/internalservices](http://www.miamidade.gov/internalservices)

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**From:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>  
**Sent:** Thursday, December 2, 2021 3:57 PM  
**To:** Wright-Robinson, Lawanda (ISD) <[Lawanda.Wright-Robinson@miamidade.gov](mailto:Lawanda.Wright-Robinson@miamidade.gov)>  
**Subject:** BBIF Loan Applications and Continuing to Work with You

**EMAIL RECEIVED FROM EXTERNAL SOURCE**

Good Afternoon Lawanda Wright-Robinson:

As of yesterday, I started a position with the Black Business Investment Fund. I am responsible for lending and providing technical assistance to Black-owned contractors. I plan to continue to

work with EDAC and your office this year. I must lend \$9 million by September 30, 2022.

At some point next week, please, I would like to meet with you to discuss how we might work together; hopefully, via some of the events we planned earlier this fiscal year for MDEAT's EDAC.

Attached, please find BBIF's loan applications. If you, your clients, or other business owners need commercial financing, BBIF has a host of lending products to with loans up to \$2,000,000.

Please advise,

Edwin L. Miller  
Regional Director - South Florida



**HOW DOES BBIF WORK?**

937 NW 3<sup>rd</sup> Avenue  
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(305) 570-2681 Direct  
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# Exhibit L

**From:** [Wright-Robinson, Lawanda \(ISD\)](#)  
**To:** [Edwin Miller](#)  
**Cc:** [Karlon Johnson](#); [Lamont Jackson](#)  
**Subject:** RE: Tomorrow's Workshop  
**Date:** Tuesday, January 25, 2022 1:22:19 PM  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

---

Ok sounds great.

I will welcome everyone and give some updates for the SBE's. Then I will turn everything over to Lamont. You can send the presentation to me just in case however be prepared for you guys to share your screen.

Thank you,

**Lawanda Wright-Robinson, SBD Section Chief**  
**Miami-Dade County Internal Services Department**

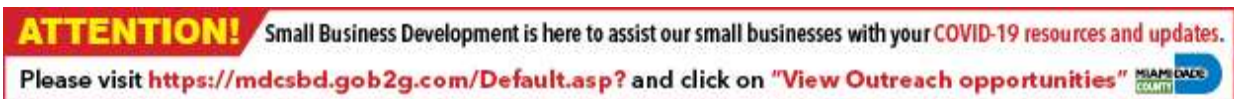
111 NW 1st Street, 19<sup>st</sup> Floor, Miami, Florida 33128

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**From:** Edwin Miller <emiller@bbif.com>  
**Sent:** Tuesday, January 25, 2022 12:54 PM  
**To:** Wright-Robinson, Lawanda (ISD) <Lawanda.Wright-Robinson@miamidade.gov>  
**Cc:** Karlon Johnson <kjohnson@bbif.com>; Lamont Jackson <LJackson@bbif.com>  
**Subject:** Tomorrow's Workshop

EMAIL RECEIVED FROM EXTERNAL SOURCE

Hey Lawanda Wright-Robinson:

Tomorrow, Lamont Jackson, who will have to leave early, Karlon Johnson and Edwin Miller will represent BBIF. Also, a gentleman Jamel, whose last name escapes me as of this writing will join us. Jamel is a consultant for BBIF's CAP program and indicated he knows you well. I will start the presentation, but I look forward to the seasoned vets, Messrs. Jackson, and Johnson to help with the presentation. They are far more knowledgeable than I am concerning BBIF's technical assistance piece.

Also, I have a PowerPoint presentation that was authored by Lamont that I will use. Should I send it today or wait until tomorrow's meeting? What's your pleasure?

Respectfully,

Edwin Miller  
Regional Director, South Florida



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**From:** Wright-Robinson, Lawanda (ISD) <[Lawanda.Wright-Robinson@miamidade.gov](mailto:Lawanda.Wright-Robinson@miamidade.gov)>

**Sent:** Tuesday, January 25, 2022 12:17 PM

**To:** Edwin Miller <[emiller@bbif.com](mailto:emiller@bbif.com)>; Lamont Jackson <[LJackson@bbif.com](mailto:LJackson@bbif.com)>

**Subject:** tomorrow workshop

Good afternoon, Please send me the line up of who will speak first and on what.

I'm working on the agenda now.

Thank you

**Lawanda Wright-Robinson, SBD Section Chief**  
**Miami-Dade County Internal Services Department**


111 NW 1st Street, 19<sup>st</sup> Floor, Miami, Florida 33128

305-375-3186 Phone

786-351-9405 Cell

305-375-3160 Fax

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# Exhibit M

**From:** [Edwin Miller](#)  
**To:** [william.simmons@miamidade.gov](mailto:william.simmons@miamidade.gov); [william.diggs@miamidade.gov](mailto:william.diggs@miamidade.gov)  
**Subject:** Loans to Black-Owned Businesses  
**Date:** Tuesday, February 22, 2022 4:51:31 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[RP BUSINESS DEBT SCHEDULE.pdf](#)  
[RP CASHFLOW PROJECTIONS.pdf](#)  
[RP ESTIMATED PROJECT COSTS – USE OF PROCEEDS.pdf](#)  
[BBIF Personal-Financial-Statement \(002\).docx](#)  
[Required Docs Letter.docx](#)  
[BBIF Loan Application.pdf](#)

---

EMAIL RECEIVED FROM EXTERNAL SOURCE

Messrs. Diggs & Simmons:

If you know of any businesses that need financing and have the last three years' tax returns and/or financial statements, please, send them to me. Also, attached, please find loan application documents to share with such businesses.

Respectfully,

Edwin Miller  
Regional Director, South Florida



**HOW DOES BBIF WORK?**

937 NW 3<sup>rd</sup> Ave  
Miami, FL 33136  
305.570.2681 Direct  
407.649.4780 Main  
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# Exhibit N

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Duane Lewis](#)  
**Cc:** [Myrlande Simeon](#)  
**Subject:** RE: Request for Information - BBIF's Cost of Managing a Portfolio of Loans and Investment  
**Date:** Wednesday, July 6, 2022 3:35:49 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good afternoon, Boss Man:

Please, would you happen to have a rough number concerning the cost of BBIF managing the loan and investment portfolios relative to black real estate developers? I will be drafting a Memorandum of Approval for consideration of the Trust's board to allow for us to go through the RFP process using your rough number as a guide. The board meeting is on July 27, 2022; however, I will need to have the County Attorney review my Memorandum of Approval by tomorrow or we will have to postpone that item for the August board meeting. I have received four more files for developers since last we spoke.

Please advise,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Stephen P. Clark Government Center*  
111 NW 1 Street, Suite 2032 | Miami, FL 33128  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



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---

**From:** Duane Lewis <Dlewis@bbif.com>  
**Sent:** Wednesday, June 29, 2022 4:22 PM  
**To:** Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
**Cc:** Myrlande Simeon <msimeon@bbif.com>  
**Subject:** Re: Request for Information - BBIF's Cost of Managing a Portfolio of Loans and Investment

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good afternoon Ed,

I will be calling you back in about an hour but yes we are interested.

Thank you,

Duane Lewis

Sent from my iPhone

On Jun 25, 2022, at 3:40 PM, Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)> wrote:

Mr. Lewis:

Our agency is working toward providing equity in the form of 1) joint venture/development agreements or 2) credit lines to black developers in Miami-Dade County; thereby, helping cure the housing problem among blacks. To that end we will need the servicing of loans and investments as we do not have the excellent infrastructure that BBIF has. Both investment vehicles, joint venture agreements and lines of credit will require advancements of progress payments based upon percentage of completion. We are starting to receive financial statements from black developers and I would like to start beta-testing a process so that we can close on at least one deal before September 30, 2022.

Please, let me know the following:

1. Will BBIF be interested in managing our portfolio of loans and investments to black developers?
2. How much will you charge to do so?

Please advise,

**Edwin L. Miller**  
**Housing Chief**

**Miami-Dade Economic Advocacy Trust**

*Stephen P. Clark Government Center*

*111 NW 1 Street, Suite 2032 | Miami, FL 33128*

[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)

Direct: 305.375.5635

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# MDEAT

Miami-Dade Economic  
Advocacy Trust

Working Together for Economic Change



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# Exhibit O

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Duane Lewis](#)  
**Subject:** Housing Development at the Miami-Dade Economic Advocacy Trust  
**Date:** Wednesday, June 29, 2022 5:50:44 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[Construction Development Program.docx](#)  
[Informaton Item - Housing Division Purchase Program.docx](#)  
[Rehab Loan Program MUA.docx](#)

---

Duane:

Attached, please find the action items we just discussed.

Respectfully,

**Edwin L. Miller**  
**Housing Chief**

**Miami-Dade Economic Advocacy Trust**

*Stephen P. Clark Government Center*  
111 NW 1 Street, Suite 2032 | Miami, FL 33128

[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)

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## MIAMI-DADE ECONOMIC ADVOCACY TRUST MEMORANDUM

**TO:** Miami-Dade Economic Advocacy Trust (MDEAT) Board Executive Committee  
**FROM:** Bill Diggs, Executive Director  
**DATE:** July 21, 2022  
**SUBJECT:** Construction Program

---

### **RECOMMENDATION**

It is recommended that the Miami-Dade Economic Advocacy Trust (MDEAT) Board approves the recommendation of the Executive Director to implement the Construction Program which will assist developers with financing via either a joint venture development agreement or a credit line for the duration of FY 2022-2023; then, evaluate for continuance as an agency program.

### **FISCAL IMPACT**

The economic impact for this item is \$2,750,000.00 of housing Division Documentary Surtax funds in accordance with the state of Florida Surtax statute.

### **BACKGROUND INFORMATION**

#### **SCOPE**

The Construction Program shall be used to primarily finance black developers with the development of houses in Miami-Dade County. The Miami-Dade Economic Advocacy Trust shall provide financing to the black developers via the following:

1. Equity - joint venture development agreement and/or
2. Debt - lines of credit.

The property will be developed with the understanding that the Miami-Dade Economic Advocacy Trust will use its Down Payment Assistance Program to assist first-time homebuyers. The scope of this item is to expand ownership opportunities by assisting contractors and developers utilizing potential equity partnership investments and project development financing via credit lines. The Miami-Dade Economic Advocacy Trust Construction Program will co-develop with Developers on residential contracts within low to moderate-income census tracts. The idea is to co-develop properties while placing first-time home buyers into said properties, using the agency's first-time Homebuyer Program.

#### **Joint Venture Development Financing Terms Synopsis**

Through the agency's joint venture development program, the Miami-Dade Economic Advocacy Trust (MDEAT) will assist in construction development by serving as a co-developer using a Joint Venture Development Agreement. The equity program will provide up to 50% of an estimated project's total construction cost. The Miami-Dade Economic Advocacy Trust will receive its payment once the properties have been sold, the return on the investment shall be commensurate with the relative percentage stake that the Miami-Dade Economic Advocacy Trust shall invest. Please see the example below

Total Project Amount	MDEAT's Investment	MDEAT's Equity Stake	MDEAT's Desired Return on Investment
5,000,000	1,000,000	20%	20%
4,000,000	1,200,000	30%	30%
3,000,000	1,200,000	40%	40%

**Revolving line of Credit**

The agency can provide project development financing via a revolving line of credit at an interest rate of 4% per annum. The drawings on the credit line shall not exceed 80% of the development cost. The first draw can finance mobilization/stored material. Disbursements shall primarily be used to pay suppliers, payroll processing upon the receipt of certified payroll. There shall be an effort not to allow for the developer/contractor to serve as cash custodian. There shall be a commitment fee in the amount of 3%. The Miami-Dade Economic Advocacy Trust shall use a project manager to determine the percentage of completion for progress payment funding. The funding shall be disbursed via a closing agent or loan servicer approved by MDEAT. The loan term shall not exceed 60 days following the closing date for the closing of the residential property financed. All work completed at the stage of construction for which a Disbursement of Construction Funds is requested shall have been completed in a good and workmanlike manner and all materials and fixtures furnished and installed at that stage of construction shall have been furnished and installed. the Borrower shall also have furnished to The Miami-Dade Economic Advocacy Trust such proofs as The Miami-Dade Economic Advocacy Trust may reasonably require (to include, for example, a certification by an engineer, architect, or another qualified inspector acceptable to The Miami-Dade Economic Advocacy Trust ) to establish the progress of the work, compliance with applicable laws, freedom of the Project Property from liens, and the basis for the requested Disbursement of Construction Funds. The Miami-Dade Economic Advocacy Trust shall determine the percentage of the amount of work completed, and the amount of Construction Funds to be disbursed.

**Underwriting**

Via an RFP process, Underwriting shall be performed by a Community Development Financial Institution servicing Miami-Dade County that provides revolving lines of credit and do not have a borrowing or joint venture relationship with the Miami-Dade Economic Advocacy Trust.

On a limited basis, the agency's staff shall underwrite borrowers and joint venture development partners.

**Change Orders**

All change orders must be approved in advance in writing by The Miami-Dade Economic Advocacy Trust and the joint venture partner or borrower agrees to notify The Miami-Dade Economic Advocacy Trust in advance of all change orders and at the time of any request for a Disbursement of Construction Funds. change orders not to exceed \$100,000 for a single item or render the development unprofitable. Change orders that do not result in a material change to the design or structural components of the Improvements and change orders that have been approved by all applicable governmental authorities if the approval of such governmental authorities is required. The Miami-Dade Economic Advocacy Trust will endeavor to notify the joint venture partner or borrower of whether The Miami-Dade Economic Advocacy Trust approves of the requested change order within twenty (20) days of the receipt by the Miami-Dade Economic Advocacy Trust of all items required by The Miami-Dade Economic Advocacy Trust to evaluate such requests. If The Miami-Dade Economic Advocacy Trust is unable to complete its review within such a twenty (20) day period, The Miami-Dade Economic Advocacy Trust will endeavor to notify the Joint venture partner of the reasons for the delay in responding and a good faith estimate of the date by which The Miami-Dade Economic Advocacy Trust will complete its review. The Miami-Dade Economic Advocacy Trust notice to the Joint venture partner may be given either in writing or orally.

## **ADDITIONAL REQUIREMENTS RELATING TO THE PROJECT AND PROJECT PROPERTY**

All the items identified in this section shall be subject to The Miami-Dade Economic Advocacy Trust review and approval, and the form and substance of all such items delivered to The Miami-Dade Economic Advocacy Trust must be satisfactory in all respects to The Miami-Dade Economic Advocacy Trust and The Miami-Dade Economic Advocacy Trust counsel. Joint venture partner shall provide The Miami-Dade Economic Advocacy Trust with the following:

- **Site Plan.** A copy of the final site plan for the Project and evidence of approval from all applicable governmental authorities. Additionally, if applicable, any final, approved subdivision plat and/or final, approved recombination plat is required for the Project Property. No changes may be made to the site plan, or to the subdivision plat or recombination plat, as applicable, unless otherwise agreed in writing by The Miami-Dade Economic Advocacy Trust. Such consent is not to be unreasonably withheld, conditioned, or delayed. The joint venture partner will be required to record any final approved subdivision plat or recombination plat, as applicable, prior to the closing of the Loan unless otherwise agreed in writing by The Miami-Dade Economic Advocacy Trust.
- **Plans, Specifications, and Permits.** A complete set of written Plans and Specifications setting forth all Improvements to be constructed as part of the Project, together with copies of all permits and requisite approvals of any governmental body necessary for the construction and use of the Project. The Miami-Dade Economic Advocacy Trust may require an attorney's or architect's opinion that the Project's design and construction are in material compliance with all applicable federal, state, county, and city codes, laws, rules, and regulations and all applicable restrictions affecting the Project Property, or that it is exempt from otherwise applicable laws, rules, regulations, and restrictions with which it does not comply. All requests for changes in the Plans and Specifications, other than changes that do not require The Miami-Dade Economic Advocacy Trust consent as hereinafter provided or minor changes involving no extra cost, must be in writing, signed by the Joint venture partner, the Architect, and the Contractor, and delivered to The Miami-Dade Economic Advocacy Trust for its approval. The joint venture partner will not perform or permit the performance of any work pursuant to any change order requiring The Miami-Dade Economic Advocacy Trust's consent under the terms herein without The Miami-Dade Economic Advocacy Trust's prior written approval, which approval will not be unreasonably withheld or delayed. The joint venture partner will obtain any required permits or authorizations from governmental authorities having jurisdiction before approving or requesting a new change order.
- **List of Contractors.** A list showing the name, address, and telephone numbers of the Contractors, a general description of the nature of the work to be done, the labor and materials to be supplied, and the approximate dollar value of the labor, work, or materials with respect to Contractor. The Miami-Dade Economic Advocacy Trust shall have the right to communicate with any person to verify the facts disclosed by the list or in any request for the Disbursement of Construction Funds, or for any other purpose.
- **List of Primary Subcontractors.** A list of all Primary Subcontractors employed in connection with the Project, showing the name, address, and telephone number of each Primary Subcontractor, a general description of the nature of the work to be done, the labor and materials to be supplied, and the approximate dollar value of the labor, work, or materials with respect to each Primary Subcontractor. The Miami-Dade Economic Advocacy Trust shall have the right to communicate with any person to verify the facts disclosed by the list or in any request for the Disbursement of Construction Funds, or for any other purpose.
- **Architects and Construction Contracts.** Copies of the Architect's Contract, the Construction Contract, the licenses of the Architect and Contractor, with written evidence of the current license

status of each, and any other information reasonably requested by The Miami-Dade Economic Advocacy Trust regarding any Architect or Contractor. If requested by The Miami-Dade Economic Advocacy Trust, the Architect and Contractor must provide The Miami-Dade Economic Advocacy Trust with an appropriate qualification statement that is signed under oath, notarized, and in a form approved by the Miami-Dade Economic Advocacy Trust, the Miami-Dade Economic Advocacy Trust may require annual qualification statements, as applicable the Miami-Dade Economic Advocacy Trust requires the use of American Institute of Architects (“**AIA**”) form contracts or schedule of value for any or all contracts and agreements involved in the Project. If The Miami-Dade Economic Advocacy Trust does not require AIA form contracts and the Joint venture partner’s contracts are not AIA form contracts, the Joint venture partner must pay the cost of The Miami-Dade Economic Advocacy Trust and/or The Miami-Dade Economic Advocacy Trust counsel’s review and approval of Joint venture partner or borrower’s contracts. The Miami-Dade Economic Advocacy Trust may require an assignment to The Miami-Dade Economic Advocacy Trust of the Architect’s Contracts and the Construction Contract, with each assignment consented and agreed to by the Architect or Contractor, as appropriate, and by the owner of the Project Property. The assignment and consent shall be on forms approved by The Miami-Dade Economic Advocacy Trust. The consent to assignment by the Architect, Contractor, and owner of the Project Property must provide that, upon the occurrence of an Event of Default under the terms of this Agreement or any of the Related Documents, the Miami-Dade Economic Advocacy Trust will have the same rights to enforce the performance under each such contract as Joint venture partner has, with no additional compensation payable to the Architect or Contractor other than as provided in the contract. The Architect and Contractor may not assign any portion of, or any obligation or right contained in, their respective contracts to another architect, contractor, or engineer without The Miami-Dade Economic Advocacy Trust prior written approval. No changes other than non-material changes or minor changes involving no extra cost may be made in the Architect’s Contract or Construction Contract without The Miami-Dade Economic Advocacy Trust prior written consent, which consent shall not be unreasonably withheld or delayed. The joint venture partner shall not perform or permit the performance of any work pursuant to any change order requiring The Miami-Dade Economic Advocacy Trust consent as hereinafter provided or any material modification of the Architect’s Contract or Construction Contract without The Miami-Dade Economic Advocacy Trust has written approval, which approval shall not be unreasonably withheld or delayed.

- **Budget and Schedule of Estimated Advances.** Detailed budget and cash flow projections of the Total Project Cost and a schedule of the estimated amount and time of each Disbursement of Construction Funds, all of which shall have been approved by the Miami-Dade Economic Advocacy Trust.
- **Miami-Dade County Certification** - Contractors must be certified Miami-Dade County vendors as identified by Miami-Dade County’s Internal Services Department’s Small Business Development Division.

### **Retainage**

The retainage represents 10% of the construction-related costs including the builder's profit and overhead. joint venture partner and The Miami-Dade Economic Advocacy Trust desire to encourage the Contractor to work diligently on the Project, remedy any deficient job performance, and complete the project on schedule in accordance with the Plans and Specifications. In approving and funding any Disbursement of Construction Funds to pay for the cost of materials actually incorporated into the Project and labor actually performed in connection with the Project, the Miami-Dade Economic Advocacy Trust may, at its option, hold back from any Disbursement of Construction Funds an amount equal to the retainage amount specified in the Construction Contract in the form approved by The Miami-Dade Economic Advocacy Trust until such time as the Project is completed accordance with the Plans and Specifications (subject to modifications as permitted herein) and all deficiencies have been corrected. If The Miami-Dade Economic Advocacy Trust determines such disbursements are warranted, the Miami-

Dade Economic Advocacy Trust may, at its discretion, disburse all or any portion or portions of the Retainage Amounts before the Project is completed. The joint venture partner acknowledges and agrees that this retainage provision is for The Miami-Dade Economic Advocacy Trust benefit and protection, not Joint venture partners.

# Exhibit P

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Bethel, Pearl \(SPD\)](#)  
**Cc:** [Osborne, Lydia S. \(SPD\)](#); [Bethel, Pearl \(SPD\)](#); [Best, Marquis \(MDEAT\)](#); [Cunningham, Sophia \(SPD\)](#)  
**Subject:** RE: Procurement of Community Development Financial Institution (CDFI) to manage MDEAT's portfolio of loans  
**Date:** Tuesday, October 18, 2022 2:10:07 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[20221018133623646.pdf](#)

---

Good afternoon, Ms. Bethel:

Attached, please find the subject-related Allocation Request Form with the corrected term of five years.

Very Kind Regards,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Stephen P. Clark Government Center*  
111 NW 1 Street, Suite 2032 | Miami, FL 33128  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
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**From:** Miller, Edwin (MDEAT)  
**Sent:** Monday, October 17, 2022 1:42 PM  
**To:** Cunningham, Sophia (SPD) <Sophia.Cunningham@miamidade.gov>; Bethel, Pearl (SPD) <Pearl.Bethel@miamidade.gov>  
**Cc:** Osborne, Lydia S. (SPD) <Lydia.Osborne@miamidade.gov>; Bethel, Pearl (SPD) <Pearl.Bethel@miamidade.gov>; Best, Marquis (MDEAT) <Marquis.Best@miamidade.gov>  
**Subject:** RE: Procurement of Community Development Financial Institution (CDFI) to manage MDEAT's portfolio of loans

Good afternoon, Ms. Cunningham, and Ms. Bethel:

Per your request, attached, please find the Scope of Services included in the RFP document for Construction Loan & Investment for the subject project. Thank you for informing me that such projects typically last five years; so, we will stick with a five-year term.

Respectfully,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Stephen P. Clark Government Center*  
111 NW 1 Street, Suite 2032 | Miami, FL 33128  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



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**From:** Cunningham, Sophia (ISD) <[Sophia.Cunningham@miamidade.gov](mailto:Sophia.Cunningham@miamidade.gov)>  
**Sent:** Monday, September 26, 2022 8:43 PM  
**To:** Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>  
**Cc:** Osborne, Lydia S. (ISD) <[Lydia.Osborne@miamidade.gov](mailto:Lydia.Osborne@miamidade.gov)>; Bethel, Pearl (ISD) <[Pearl.Bethel@miamidade.gov](mailto:Pearl.Bethel@miamidade.gov)>; Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Subject:** FW: Procurement of Community Development Financial Institution (CDFI) to manage MDEAT's portfolio of loans

Hi Mr. Miller,

Please remember to provide MDEAT's Scope of Services for this project.

Also, what is the time period on this contract as I note the forms indicates 22-23 years? SPD needs an appropriate time frame as we need to stipulate the duration of the contract.

Projects are normally done for a five year term.

Please provide the relevant document to Pearl Bethel, PCM, Administrative Team – Pearl’s team will handle this procurement request on your behalf.

Regards,  
Sophia Cunningham, CPPB  
Division Director, Procurement Policy and Training  
Strategic Procurement Division  
Miami-Dade County – Internal Services Department  
111 NW 1 Street, Ste.1300 Miami FL 33128  
E: [Sophia.Cunningham@miamidade.gov](mailto:Sophia.Cunningham@miamidade.gov)  
[www.miamidade.gov](http://www.miamidade.gov)

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---

**From:** Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>  
**Sent:** Monday, September 26, 2022 3:14 PM  
**To:** Cunningham, Sophia (ISD) <[Sophia.Cunningham@miamidade.gov](mailto:Sophia.Cunningham@miamidade.gov)>  
**Cc:** Osborne, Lydia S. (ISD) <[Lydia.Osborne@miamidade.gov](mailto:Lydia.Osborne@miamidade.gov)>; Bethel, Pearl (ISD) <[Pearl.Bethel@miamidade.gov](mailto:Pearl.Bethel@miamidade.gov)>; Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Subject:** RE: Procurement of Community Development Financial Institution (CDFI) to manage MDEAT's portfolio of loans

Hello Ms. Cunningham:

Attached, per your request, please find the Allocation Request Form as executed by MDEAT’s Executive Director concerning the selection of a CDFI to manage a portfolio of loans to developers on the Trust’s behalf.

Very Kind Regards,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Stephen P. Clark Government Center*  
111 NW 1 Street, Suite 2032 | Miami, FL 33128  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)

Direct: 305.375.5635

Main: 305.375.5661

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)

# MDEAT

Miami-Dade Economic  
Advocacy Trust

Working Together for Economic Change



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---

**From:** Cunningham, Sophia (ISD) <[Sophia.Cunningham@miamidade.gov](mailto:Sophia.Cunningham@miamidade.gov)>

**Sent:** Tuesday, September 13, 2022 10:56 AM

**To:** Miller, Edwin (MDEAT) <[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)>

**Cc:** Osborne, Lydia S. (ISD) <[Lydia.Osborne@miamidade.gov](mailto:Lydia.Osborne@miamidade.gov)>; Bethel, Pearl (ISD)

<[Pearl.Bethel@miamidade.gov](mailto:Pearl.Bethel@miamidade.gov)>; Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>

**Subject:** Procurement of Community Development Financial Institution (CDFI) to manage MDEAT's portfolio of loans

Hi Mr. Miller,

Further to your request for ISD -SPD to conduct the solicitation process for selection of a Community Development Financial Institution (CDFI) to manage portfolio of loans to developers on the Trust's behalf.

Please provide the Scope of Services for the CDFI and complete the attached Allocation Request Form and return for SPD's revision and commencement of the RFP process for the requisite consulting firm.

Also, please include any market research that was done by MDEAT for this project.

We await your prompt response.

Regards,

Sophia Cunningham, CPPB

Division Director, Procurement Policy and Training

Strategic Procurement Division

Miami-Dade County – Internal Services Department

111 NW 1 Street, Ste.1300 Miami FL 33128

E: [Sophia.Cunningham@miamidade.gov](mailto:Sophia.Cunningham@miamidade.gov)

[www.miamidade.gov](http://www.miamidade.gov)

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**STRATEGIC PROCUREMENT DEPARTMENT**  
**ALLOCATION REQUEST FORM**

Date: 10/17/2021  
*(Date prepared by ISD-SPD)*

To: Procurement Liaisons of client departments initiating a new project or with allocations in current contract or pool

From: Edwin Miller (305) 375-5661 Edwin.Miller@miamidade.gov  
*(Procurement Officer Name; Phone Number; Email Address)*

**Contract/Pool or**

**Req. No.:** \_\_\_\_\_  
*(Contract/Pool or Req. Number)*

**Title:** Community Development Financial Institution (CDFI) to Manage MDEAT's Portfolio of LOans - Consulting Services  
*(Title of Contract/Pool/New Project)*

**Instructions: Complete Parts A, B, and C and return this document, with the appropriate attachments, by:** \_\_\_\_\_  
*(Due Date)*

**Part A:**

- Department: MDEAT
  
- Project Manager's Name: Edwin Miller Telephone: (305) 375-5661

**Part B: Select one of the following:**

- My department is initiating a new project/procurement. *(Please include scope, market research and complete 3a-3e below)*
- My department does not need a replacement for the subject contract or pool.
- My department needs a replacement for the subject contract or pool. As such, my department has completed all of the following:

1. Reviewed the attached copy of the solicitation for the expiring contract or pool, made the required changes to the qualification requirements, and specifications and/or scope of services, as related to the goods and/or services we require;
2. Revised any and all estimated quantities considering past usage and needs for the anticipated contract or pool term;
3. Provided all of the following information:
  - a. My department will use the resulting contract or pool to (use attachment if necessary to provide detailed justification):  
The Construction Program shall be used to primarily finance developers with the development of houses in Miami-Dade County via equity - jointventure and/or debt financing. This will be combined with the use of the Miami-Dade Economic Advocacy Trust's Down Payment Assistance Program.
  
  - b. The Funding Source for the new, replacement contract or pool is: Surtax/Homeownership Assist. Progr.
  - c. Will Federal funds be used to support the requested allocation?: No (Yes /No)
  - d. Will PTP funds be used to support the requested allocation?: No (Yes /No)
  - e. The allocation request is, \$ 2,750,000.00 for the\* 5 year term.  
*(Provide a number for the year term)*

\*Allocations may be proportionally adjusted should there be a change to the new project/contract/pool term

**Part C: Approval by the Department Director (or Deputy/Assistant Director):**

Department Director:

Print Name: William Diggs

Signature: \_\_\_\_\_

Date: 10/12/22

\*This form must be returned to the Procurement Officer listed above.

# Exhibit Q

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Best, Marquis \(MDEAT\)](#)  
**Subject:** CDFI\_Cert\_List\_09\_14\_2022\_Final.xlsx  
**Date:** Wednesday, October 19, 2022 4:16:45 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[CDFI\\_Cert\\_List\\_09\\_14\\_2022\\_Final.xlsx](#)

---

Good late afternoon, Mr. Best:

Attached, please find the CDFI list we just discussed.

Respectfully,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Stephen P. Clark Government Center*  
111 NW 1 Street, Suite 2032 | Miami, FL 33128  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
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## Community Development Financial Development Institutions Fund

List of Certified Community Development Financial Institution (CDFIs) with Contact Information as of September 14, 2022

Total Number of Certified CDFIs as of September 14, 2022: 1378

Total Number of Certified Native CDFIs as of September 14, 2022: 63

Organization Name	Financial Institution Type	Native CDFI (Y/N)	City	State	Zipcode	Address	Organization Website
121 Financial Credit Union	Credit Union	N	Jacksonville	FL	32204--335	701 Riverside Park Pl	<a href="http://www.121fcu.org">http://www.121fcu.org</a>
BAC Funding Consortium, Inc.	Loan Fund	N	Miami	FL	33147--722	6600 NW 27th Avenue	<a href="http://www.bacfunding.com">www.bacfunding.com</a>
Bay Credit Union	Credit Union	N	Panama City	FL	32405--470	601 N Highway 231	<a href="http://baycu.com">http://baycu.com</a>
Black Business Investment Fund, Inc.	Loan Fund	N	Orlando	FL	32801--273	301 E. Pine Street Suite 175	<a href="http://www.bbif.com">www.bbif.com</a>
BLACK ECONOMIC DEVELOPMENT COALITION, INC.	Loan Fund	N	MIAMI	FL	33142--362	5120 NW 24th AVE	<a href="http://tfciami.org">tfciami.org</a>
Brightstar Credit Union	Credit Union	N	Sunrise	FL	33313--634	5901 Del Lago Cir	<a href="http://www.bscu.org">http://www.bscu.org</a>
Buckeye Community Federal Credit Union	Credit Union	N	Perry	FL	32348	1825 S. Jefferson Street	<a href="http://www.bcfcu.coop">www.bcfcu.coop</a>
Calhoun Liberty Employees Credit Union	Credit Union	N	Blountstown	FL	32424	17394 NW Charlie Johns St	<a href="http://www.clecu.org">www.clecu.org</a>
Central County Community Development Corporation	Loan Fund	N	Fort Lauderdale	FL	33311	560 NW 27th Ave	Non given
Champions Funding, LLC	Loan Fund	N	Melbourne	FL	32940--710	2725 Center Place	<a href="http://www.championsfunding.com">www.championsfunding.com</a>
Community Credit Union of Florida	Credit Union	N	Rockledge	FL	32955--271	1030 S US Highway 1	<a href="https://www.ccuflorida.org">https://www.ccuflorida.org</a>
Community Fund of North Miami-Dade Inc.	Loan Fund	N	Opa-locka	FL	33054	490 Opa-Locka Blvd, Suite 20	<a href="http://www.olcdc.org">www.olcdc.org</a>
Community South Credit Union	Credit Union	N	Chipley	FL	32428--216	1044 Highway 90	<a href="http://communitysouth.net">http://communitysouth.net</a>
Connect Credit Union	Credit Union	N	Fort Lauderdale	FL	33309	3400 W Commercial Blvd	<a href="http://www.connectcu.org/">http://www.connectcu.org/</a>
Dade County Federal Credit Union	Credit Union	N	Miami	FL	33172	1500 NW 107th Avenue	<a href="http://www.dcfcu.org">www.dcfcu.org</a>
Detroit Rehabilitation Initiatives LLC	Loan Fund	N	West Palm Beach	FL	33401	319 Clematis St STE 808	<a href="http://www.drifund.com">www.drifund.com</a>
Envision Credit Union	Credit Union	N	Tallahassee	FL	32317--794	1585 Summit Lake Dr Ste 200	<a href="http://www.envisioncu.com">http://www.envisioncu.com</a>
Fairwinds Credit Union	Credit Union	N	Orlando	FL	32801	135 W Central Blvd, Suite 1220	<a href="https://www.fairwinds.org">https://www.fairwinds.org</a>
Financial Access Federal Credit Union	Credit Union	N	Bradenton	FL	34208--260	604 13th Ave. East	<a href="http://www.manateecfcu.org">http://www.manateecfcu.org</a>
First Commerce Credit Union	Credit Union	N	Tallahassee	FL	32317	2073 Summit Lake Dr Ste 100	<a href="http://www.firstcommercecu.org">http://www.firstcommercecu.org</a>
Flag Credit Union	Credit Union	N	Tallahassee	FL	32311--381	3115 Conner Blvd.	<a href="http://flagcu.com">http://flagcu.com</a>
Florida A&M University Federal Credit Union	Credit Union	N	Tallahassee	FL	32301--552	1610 South Monroe Street	<a href="http://www.famufcu.com">http://www.famufcu.com</a>
Florida Community Loan Fund	Loan Fund	N	Orlando	FL	32803	800 N. Magnolia Avenue	<a href="http://www.fclf.org">www.fclf.org</a>
Florida Credit Union	Credit Union	N	Gainesville	FL	32627--554	PO Box 5549	<a href="http://www.flcu.org">http://www.flcu.org</a>
Florida State University Credit Union	Credit Union	N	Tallahassee	FL	32303--405	2520 N Monroe St	<a href="http://www.fsucu.org/">http://www.fsucu.org/</a>
Grow Financial Federal Credit Union	Credit Union	N	Tampa	FL	33619	9927 Delaney Lake Drive	<a href="http://www.growfinancial.org">www.growfinancial.org</a>
Guardians Credit Union	Credit Union	N	West Palm Beach	FL	33406--410	3469 Summit Boulevard	<a href="http://www.pbccu.coop">http://www.pbccu.coop</a>
Innovations Federal Credit Union	Credit Union	N	Panama City	FL	32408--744	910 Thomas Drive	<a href="http://www.innovationsfcu.org">http://www.innovationsfcu.org</a>
JetStream Federal Credit Union	Credit Union	N	Miami Lakes	FL	33016--588	7900 Oak Lane, Suite 300	<a href="http://www.jetstreamfcu.org">http://www.jetstreamfcu.org</a>
MIAMI BAYSIDE FOUNDATION INC	Loan Fund	N	MIAMI	FL	33131--150	25 SE 2ND AVE STE 240	<a href="http://www.miamibaysidefoundation.org">http://www.miamibaysidefoundation.org</a>
Miami Postal Service Credit Union	Credit Union	N	Miami	FL	33122	2190 NW 72nd Ave	<a href="http://www.mpscu.org">www.mpscu.org</a>
Miami-Dade Affordable Housing Foundation, Inc.	Loan Fund	N	Miami	FL	33126	7855 NW 12 STREET, SUITE 102	<a href="http://mdahfi.org">mdahfi.org</a>
Neighborhood Housing Services of South Florida, Inc.	Loan Fund	N	Miami	FL	33128--101	300 NW 12th Avenue	<a href="http://www.nhssf.org">www.nhssf.org</a>
Neighborhood Lending Partners of Florida, Inc.	Loan Fund	N	Tampa	FL	33607--250	3615 West Spruce Street	<a href="http://www.nlp-inc.com">www.nlp-inc.com</a>
Our Microlending, Llc	Loan Fund	N	Miami	FL	33145	3191 Coral Way Suite 109	<a href="http://www.ourmicrolending.com">http://www.ourmicrolending.com</a>
Palm Beach County Black Business Investment Corporation	Loan Fund	N	Riviera Beach	FL	33404	2001 Broadway, Suite 210	<a href="http://www.pbcbbic.biz">www.pbcbbic.biz</a>
Panhandle Credit Union	Credit Union	N	Panama City	FL	32405	2718 Martin Luther King Jr Blvd	<a href="http://www.pefcu.org">http://www.pefcu.org</a>

Priority Credit Union	Credit Union	N	Orlando	FL	32806	301 East Michigan Street	<a href="http://www.prioritycu.org">www.prioritycu.org</a>
Solar and Energy Loan Fund of St. Lucie County Inc.	Loan Fund	N	Fort Pierce	FL	34950--485	2400 Rhode Island Avenue	<a href="http://solarenergyloanfund.org">http://solarenergyloanfund.org</a>
Solitas House, Inc.	Loan Fund	N	Tampa	FL	33680	PO Box 310257	<a href="http://www.solitashouse.com">www.solitashouse.com</a>
Suncoast Credit Union	Credit Union	N	Tampa	FL	33610--411	6801 E Hillsborough Avenue	<a href="http://www.suncoastcreditunion.com">http://www.suncoastcreditunion.com</a>
Tallahassee Leon Federal Credit Union	Credit Union	N	Tallahassee	FL	32308--445	1827 Capital Cir NE	<a href="https://www.tlfcu.org">https://www.tlfcu.org</a>
Tampa Bay Federal Credit Union	Credit Union	N	Tampa	FL	33603--503	3815 N. Nebraska Avenue	<a href="http://www.tampabayfederal.com">http://www.tampabayfederal.com</a>
USF Federal Credit Union	Credit Union	N	Tampa	FL	33612	13302 USF Palm Drive	<a href="http://www.usffcu.org">www.usffcu.org</a>
VyStar Credit Union	Credit Union	N	Jacksonville	FL	32202	76 S Laura Street	<a href="http://vystarcu.org">vystarcu.org</a>
We Florida Financial	Credit Union	N	Margate	FL	33063--571	1982 N State Road 7	<a href="https://www.wefloridafinancial.com/">https://www.wefloridafinancial.com/</a>

# Exhibit R

**From:** [Best, Marquis \(MDEAT\)](#)  
**To:** [soraya@olcdc.org](mailto:soraya@olcdc.org)  
**Subject:** CDFI  
**Date:** Friday, November 4, 2022 4:52:53 PM

---

Good Day,

This message is for DR. Willie Logan, as you know the Miami-Dade Economic Advocacy Trust has 3 new programs in stored for the fiscal year. With these programs, we will need a CDFI to manage the finances for the developers. This email is to inform you that an RFQ for the Construction loan and investment portfolio manager is in the works. I will be reaching out to you again once it is complete so you can apply for it, thank you. If you have any questions or concerns please feel free to contact me.

**Marquis Best**  
**Construction-Development Specialist**  
**Housing Division**

**Miami-Dade Economic Advocacy Trust**

*Stephen P. Clark Government Center*

*111 NW 1 Street, Suite 2032 | Miami, FL 33128*

[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)

Direct: 305.375.5617

Main: 305.375.5661

Mobile/Text: 305.397.5974

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)

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# Exhibit S

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Best, Marquis \(MDEAT\)](#)  
**Cc:** [Johnson, Eric M. \(MDEAT\)](#); [Simmons, William A. \(MDEAT\)](#)  
**Subject:** List of Individuals to Serve on the Selection Committee to Select a CDFI  
**Date:** Monday, December 12, 2022 4:15:53 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good afternoon, Mr. Best:

Below, please see the list of people that Eric Johnson provided me that can serve on the selection committee for the selection of a CDFI.

<b>Potential List of Selection Committee Members</b>	
Tangie White	(305) 781-6037
Sean Topps	(786) 469-2209
Cheree Gulley	(305) 594-2518
Maliqua Colter	(305) 224-4486
Jihad Rashid	(305) 757-1878
Delores Holley	(786) 469-4741
Leyani Sosa	(786) 469-2185

Regards,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Overtown Transit Village South*  
601 NW 1<sup>st</sup> Ct, 20<sup>th</sup> Floor  
Miami, FL 33136  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



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# Exhibit T

**From:** [Best, Marquis \(MDEAT\)](#)  
**To:** [Miller, Edwin \(MDEAT\)](#)  
**Subject:** CDFI LList  
**Date:** Thursday, December 15, 2022 3:03:24 PM  
**Attachments:** [CDFI in florida.xlsx](#)

---

**Marquis Best**  
**Construction-Development Specialist**  
**Housing Division**

**Miami-Dade Economic Advocacy Trust**  
**Overtown Transit Village South**

*Overtown Transit Village - South*

*601 NW 1<sup>st</sup> Court, 21<sup>st</sup> Floor | Miami, FL 33136*

[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)

Direct: 305.375.5617

Main: 305.375.5661

Mobile/Text: 305.397.5974

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)

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## Community Development Financial Development

List of Certified Community Development Financial Institution

Organization Name	City	Organization Website	Years in Business	Web Portal to Submit Application	Real Estate Development	
BAC Funding Consortium, Inc.	Miami	www.bacfunding.com	40	No	Yes	1982
Black Business Investment Fund, Inc.	Miami Gardens	www.bbif.com	35	Yes	Yes	1987
BLACK ECONOMIC DEVELOPMENT COALITION, INC.	MIAMI	tfciami.org	29	No	N/A	1993
Community Fund of North Miami-Dade Inc.	Opa-locka	www.olcdc.org	42	No	NA	1980
Florida Community Loan Fund	Orlando	www.fclf.org	28	No	YES	1994
MIAMI BAYSIDE FOUNDATION INC	MIAMI	http://www.miamibaysidefoundation.org	36	Yes	NO	1986
Miami Postal Service Credit Union	Miami	www.mpscuc.org	94	Yes	NO	1928
Miami-Dade Affordable Housing Foundation, Inc.	Miami	mdahfi.org	23	No	YES	1999
Neighborhood Housing Services of South Florida, Inc.	Miami	www.nhssf.org	44	No	YES	1978
Neighborhood Lending Partners of Florida, Inc.	Tampa	www.nlp-inc.com	29	No	YES	1993
Our Microlending, LLC	Miami	http://www.ourmicrolending.com	15	Yes	N/A	2007

# Exhibit U

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Diggs, William \(MDEAT\)](#)  
**Cc:** [Simmons, William A. \(MDEAT\)](#)  
**Subject:** FW: Contractor Workshop  
**Date:** Monday, December 19, 2022 5:04:44 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[MDEAT PPT .pdf](#)

---

Mr. Diggs:

Attached, please find a deck from BBIF reflecting that it is best suited to serve as MDEAT's contractor.

Respectfully,

Edwin

---

**From:** Duane Lewis <Dlewis@bbif.com>  
**Sent:** Monday, December 19, 2022 4:06 PM  
**To:** Best, Marquis (MDEAT) <Marquis.Best@miamidade.gov>  
**Cc:** Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
**Subject:** RE: Contractor Workshop

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good afternoon Marquis,

Please see attached. Let me know if you have any questions.

Thank you,

Duane Lewis  
Chief Operations Officer



#### **HOW DOES BBIF WORK?**

301 East Pine Street, Ste 175  
Orlando, FL, 32801  
[Dlewis@bbif.com](mailto:Dlewis@bbif.com)  
407.501.5179 Direct  
407.649.4780 Main  
[www.bbif.com](http://www.bbif.com)



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---

**From:** Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Sent:** Thursday, December 15, 2022 2:22 PM  
**To:** Duane Lewis <[DLewis@bbif.com](mailto:DLewis@bbif.com)>  
**Subject:** RE: Contractor Workshop

Good Day Mr. Lewis

As discussed earlier The Miami-Dade Economic Advocacy Trust has a couple of programs that will be implemented in January. To successfully run these programs MDEAT will need a CDFI to manage and distribute the funds. May you please send me more information on BBIF including pictures of real estate properties, and any other documented proof that can back up our statement in regards that BBIF will be the Best CDFI to choose from?

---

**From:** Duane Lewis <[DLewis@bbif.com](mailto:DLewis@bbif.com)>  
**Sent:** Thursday, December 15, 2022 12:49 PM  
**To:** Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Cc:** Myrlande Simeon <[msimeon@bbif.com](mailto:msimeon@bbif.com)>  
**Subject:** RE: Contractor Workshop

EMAIL RECEIVED FROM EXTERNAL SOURCE

Hi Marquis,

This is my email address.

Thank you,

Duane Lewis  
Chief Operations Officer



**HOW DOES BBIF WORK?**

301 East Pine Street, Ste 175  
Orlando, FL, 32801  
[DLewis@bbif.com](mailto:DLewis@bbif.com)  
407.501.5179 Direct  
407.649.4780 Main  
[www.bbif.com](http://www.bbif.com)



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---

**From:** Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Sent:** Friday, September 16, 2022 5:25 PM  
**To:** Duane Lewis <[Dlewis@bbif.com](mailto:Dlewis@bbif.com)>  
**Cc:** Myrlande Simeon <[msimeon@bbif.com](mailto:msimeon@bbif.com)>  
**Subject:** Re: Contractor Workshop

Thank you so much!

Get [Outlook for iOS](#)

---

**From:** Duane Lewis <[Dlewis@bbif.com](mailto:Dlewis@bbif.com)>  
**Sent:** Friday, September 16, 2022 4:50:50 PM  
**To:** Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>  
**Cc:** Myrlande Simeon <[msimeon@bbif.com](mailto:msimeon@bbif.com)>  
**Subject:** RE: Contractor Workshop

#### EMAIL RECEIVED FROM EXTERNAL SOURCE

Thank you for the information, Marquis. We would love to be a part of the Contractor workshop on October 26<sup>th</sup>. I have copied our Regional Director Myrlande Simeon on this email, and we will coordinate to make sure we are available to attend and participate. Please send any marketing collateral that you may have for this event if possible. We look forward to working closer with you to provide capital access to the contractors working on your projects.

Thank you,

Duane Lewis  
Chief Operations Officer



#### HOW DOES BBIF WORK?

301 East Pine Street, Ste 175  
Orlando, FL, 32801  
[Dlewis@bbif.com](mailto:Dlewis@bbif.com)  
407.501.5179 Direct  
407.649.4780 Main  
[www.bbif.com](http://www.bbif.com)



If you have received this communication in error, please delete it from your computer and network without reading, copying or forwarding. Please notify the sender if you receive this email in error. BBIF is an equal opportunity provider.

---

**From:** Best, Marquis (MDEAT) <[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)>

**Sent:** Friday, September 16, 2022 3:37 PM

**To:** Duane Lewis <[Dlewis@bbif.com](mailto:Dlewis@bbif.com)>

**Subject:** Contractor Workshop

Good Day Mr. Lewis,

My name is Marquis Best, I am the Construction Development Specialist at Miami-Dade Economic Advocacy Trust (MDEAT), an agency committed to ensuring the equitable participation of Blacks in Miami-Dade County's economic growth through advocacy and monitoring of economic conditions and economic development initiatives in Miami-Dade County. Through our Housing Division, MDEAT expands ownership opportunities by utilizing several approaches that include our First-Time Homebuyer Program, Homeownership Education, Awareness, and strategic partnerships with contractors and subcontractors. I am putting together a contractor's workshop to inform general contractors and subcontractors on what MDEAT has to offer with the rehabilitation program and inform contractors on how to sign up for the Miscellaneous Construction Contracts program, so the contractors can be picked to be used for the rehabilitation program. MDEAT will only pick contractors that are in the MCC pool to be used for the rehabilitation program. It will be my pleasure if you or anybody on your team can be on the panel of the workshop just to talk about ways on financing black own businesses. It will be on the 26th of October from 10:00a.m to 12:00p.m at the Stephen P. Clark Center suite 18-4. for more information can reach me via email or phone(786-631-2426). Thank you again. it will be a pleasure if you or anyone on your team can come out and speak about the knowledge and ways of financing a black-owned business. Thank you again!

**Marquis Best**  
**Construction-Development Specialist**  
**Housing Division**

**Miami-Dade Economic Advocacy Trust**

*Stephen P. Clark Government Center*

*111 NW 1 Street, Suite 2032 | Miami, FL 33128*

[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)

Direct: 305.375.5617

Main: 305.375.5661

Mobile/Text: 305.397.5974

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)

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# Exhibit V

**From:** [Lia Yaffar-Pena](#)  
**To:** [marquis.best@miamidade.gov](mailto:marquis.best@miamidade.gov)  
**Subject:** CDFI Community Fund of North Miami Dade  
**Date:** Thursday, December 22, 2022 10:23:22 AM

---

EMAIL RECEIVED FROM EXTERNAL  
SOURCE

Hello Marquis,

Just following up on our conversation earlier this week – Community Fund of North Miami Dade is not registered as a county vendor.

Please let us know if we should pursue that registration and any other information you may have on the CDFI administration program work that we discussed.

I wish you and your loved ones a wonderful Holiday and look forward to continuing the conversation in 2023.

Best Regards,

Lia

Lia B. Yaffar  
Executive Director, Community Fund of North Miami Dade, CDFI  
O: 786-353-9021 M: 305-608-8007 [lia@cfmmd.org](mailto:lia@cfmmd.org)

# Exhibit W

**From:** [Edwin Miller](#)  
**To:** [edwin.miller@miamidade.gov](mailto:edwin.miller@miamidade.gov)  
**Subject:** bac notes  
**Date:** Monday, June 20, 2022 7:57:05 PM  
**Attachments:** [NOTES OF CONVERSATION WITH BAC FUNDING CORPORATION.docx](#)

---

EMAIL RECEIVED FROM EXTERNAL  
SOURCE

Edwin Miller  
(305) 414-4589  
[1edwinmiller@gmail.com](mailto:1edwinmiller@gmail.com)

## NOTES OF CONVERSATION WITH BAC FUNDING CORPORATION

### HOUSING STAFF

Marquis Best  
Vincent Burnett  
Eric Johnson  
Edwin Miller

### BACFUNDING CORP REPRESENTATIVES

Ronald E. Frazier  
Jessie B. Houston, II

### 10:00

BAC Funding Corporation's Chairman/CEO and Controller, Ronald E. Frazier and, Jessie B. Houston, respectively came to meet with staff of the Miami-Dade Economic Advocacy Trust's Housing Division. Noteworthy is the fact that Mr. Frazier was around thirty minutes late.

Before Mr. Frazier's arrival, Jessie Houston shared a Florida Statute indicating that the \$318,000 ceiling for affordable housing is not necessarily applicable in BAC's case. Mr. Johnson made Mr. Houston aware that the agency's program is such that \$318,000 is the ceiling.

Mr. Frazier indicated that he as already spoken with Mr. Diggs. It should be noted that Mr. Diggs did not wish to meet with Mr. Frazier considering Mr. Frazier did not provide all of the items listed in a letter from the agency requesting certain documents.

Mr. Frazier stated that he is not sure who Mayor Levine-Cava will pressure to make Miami-Dade County give the BAC the \$1.4 million he has requested of Miami-Dade County.

Mr. Frazier indicated that the total cost of the project is \$10 million when considering developer fees, etc., versus the \$5 million in construction costs. This would render the Miami-Dade Economic Advocacy Trust's equity stake at only 10% and will only garner a 10% return on investment based on the terms set forth by Marquis Best during his earlier conversation.

Mr. Frazier explained that he cannot provide all of the items requested by the Miami-Dade Economic Advocacy Trust citing his way of addressing supply-chain issues is proprietary and picked and chose the items that he will provide to include only providing the financial statements of BAC Funding Corporation, not the affiliate.

Jessie Housing asked questions concerning the agency's ability to identify potential homebuyers. Mr. Johnson made Mr. Houston understand that the agency does not identify potential homebuyers.

# Exhibit X

**MIAMI-DADE ECONOMIC ADVOCACY TRUST  
MEMORANDUM OF APPROVAL**

**TO:** Miami-Dade Economic Advocacy Trust Board of Directors

**FROM:** William E. Diggs, Executive Director  
Miami-Dade Economic Advocacy Trust

**DATE:** December 22, 2022

**SUBJECT:** Award of Contract to the Black Business Investment Fund of Central Florida, Inc. Construction Loan and Investment Portfolio Manager – Sole Source Purchase versus via Requests for Proposal

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**Recommendation**

It is recommended that the Miami-Dade Economic Advocacy Trust (MDEAT) Board find that it is in the best interest of Miami-Dade County to waive by a two-third vote of the Board's members the competitive bidding procedures under section 2-8.1 of the Code of Miami-Dade County, Florida and section 5.03(D) of the Miami-Dade County Home Rule Amendment and Charter, and approve the award of a contract to the Black Business Investment Fund of Central Florida, Inc. (BBIF) in an amount not to exceed \$522,500.00 to provide construction loan and investment portfolio management services. It is further recommended that the Board authorize the Executive Director or Executive Director's designee and the Miami-Dade County Internal Services Department (ITD) to negotiate and execute a contract with BBIF for the purposes contained herein, and to exercise all provisions contained therein, including, termination, cancellation and amendment clauses that are consistent with this item.

**Fiscal Impact**

The economic impact for this item is in an amount that does not exceed \$522,500.00 in documentary stamp surtax funds ("Surtax funds") from the Land Acquisition Program and Construction Loan Program allocated to MDEAT by the Miami-Dade County Board of County Commissioners during the FY 2022-2023 annual budget process. This amount represents less than 10 percent of the administrative fees that can be used by the County as required under the Surtax program set forth in section 125.0167, Florida Statutes.

**Background**

The reason for this item is to ensure that MDEAT assist the County to expend its Surtax funds that are earmarked to provide homeownership opportunities to low- to moderate-income households. Additionally, this item will assist the County to reduce the affordability crisis that presently exist in Miami-Dade County. The BBIF, which is a Community Development Financial Institution (CDFI) can assist MDEAT to originate financing to developers of low-to-moderate income housing development in Miami-Dade County and manage the loan/investment portfolio thereof.

Below is a list of CDFI's considered by MDEAT staff through its market research:

Organization Name	City	Organization Website	Years in Business	Web Portal to Submit Application	Real Estate Development
BAC Funding Consortium, Inc.	Miami	www.bacfunding.com	40	No	Yes
Black Business Investment Fund, Inc.	Miami Gardens	www.bbif.com	35	Yes	Yes
BLACK ECONOMIC DEVELOPMENT COALITION, INC.	MIAMI	tfciami.org	29	No	N/A
Community Fund of North Miami-Dade Inc.	Opa-locka	www.olcdc.org	42	No	NA
Florida Community Loan Fund	Orlando	www.fclf.org	28	No	YES
MIAMI BAYSIDE FOUNDATION INC	MIAMI	http://www.miamibaysidefoundation.org	36	Yes	NO
Miami Postal Service Credit Union	Miami	www.mpscu.org	94	Yes	NO
Miami-Dade Affordable Housing Foundation, Inc.	Miami	mdahfi.org	23	No	YES
Neighborhood Housing Services of South Florida, Inc.	Miami	www.nhssf.org	44	No	YES
Neighborhood Lending Partners of Florida, Inc.	Tampa	www.nlp-inc.com	29	No	YES
Our Microlending, LLC	Miami	http://www.ourmicrolending.com	15	Yes	N/A

Of these CDFI's MDEAT staff believes that it is in MDEAT and the County's best interest to select BBFI to provide the services required by MDEAT because of the following reasons: (i) BBIF has served as a CDFI since 1987; (ii) BBIF successfully helped manage Miami-Dade County's Rise program during the Coronavirus pandemic; (iii) whereas BBIF operates a program to provide technical assistance to construction-related borrowers, others do not provide said services; (iv) BBIF provides financing primarily to businesses/developers that MDEAT seeks to serve; (v) BBIF has expressed willingness to provide its own funds to MDEAT's developers/borrowers; and (vi) BBIF has a web portal to receive uploaded loan-related documents timely. MDEAT further believes that BBFI has the required level of cultural and geographical logistics and is more familiar with the nuances of Miami-Dade County's market that MDEAT seeks to serve.

### Due Diligence Review

Upon staff performing necessary due diligence, there were no adverse findings related to BBIF.

# Exhibit Y



Home / Economic Advocacy Trust / MDEAT presents Contractors Connection Workshop

# MDEAT presents Contractors Connection Workshop

October 20, 2022 — Economic Advocacy Trust

Share:



Miami-Dade Economic Advocacy Trust's (MDEAT) Housing Division is inviting the community to attend a Contractors Connection Workshop on Wednesday, Oct. 26 at 10 a.m. The workshop will take place at the Stephen P. Clark Center, located at 111 NW 1st Street, Suite 18-4 in Downtown Miami. There is no cost to attend workshop.

Attendees will learn about:

- ▶ MDEAT's construction rehabilitation initiative
- ▶ Learn more about Miami-Dade County's [Small Business Enterprise Certifications](#)
- ▶ How to sign up for the County's [Miscellaneous Construction Contracts Program](#)

For more information, please contact Marquis Best, Construction Development Specialist at 305-375-5617 or email [Marquis.Best@miamidadegov](mailto:Marquis.Best@miamidadegov).

[REGISTER >](#)

## RELATED NEWS

[Teen Court seeks adult and youth volunteers](#)



[Apply for Homebuyer Assistance](#)



# Exhibit Z

**From:** Jessie  
**To:** [dlewis@bbif.com](mailto:dlewis@bbif.com)  
**Cc:** [Ronald E. Frazier](#); [Miller, Edwin \(MDEAT\)](#)  
**Subject:** FW: You have been invited to complete a loan application!  
**Date:** Friday, December 30, 2022 2:09:24 PM

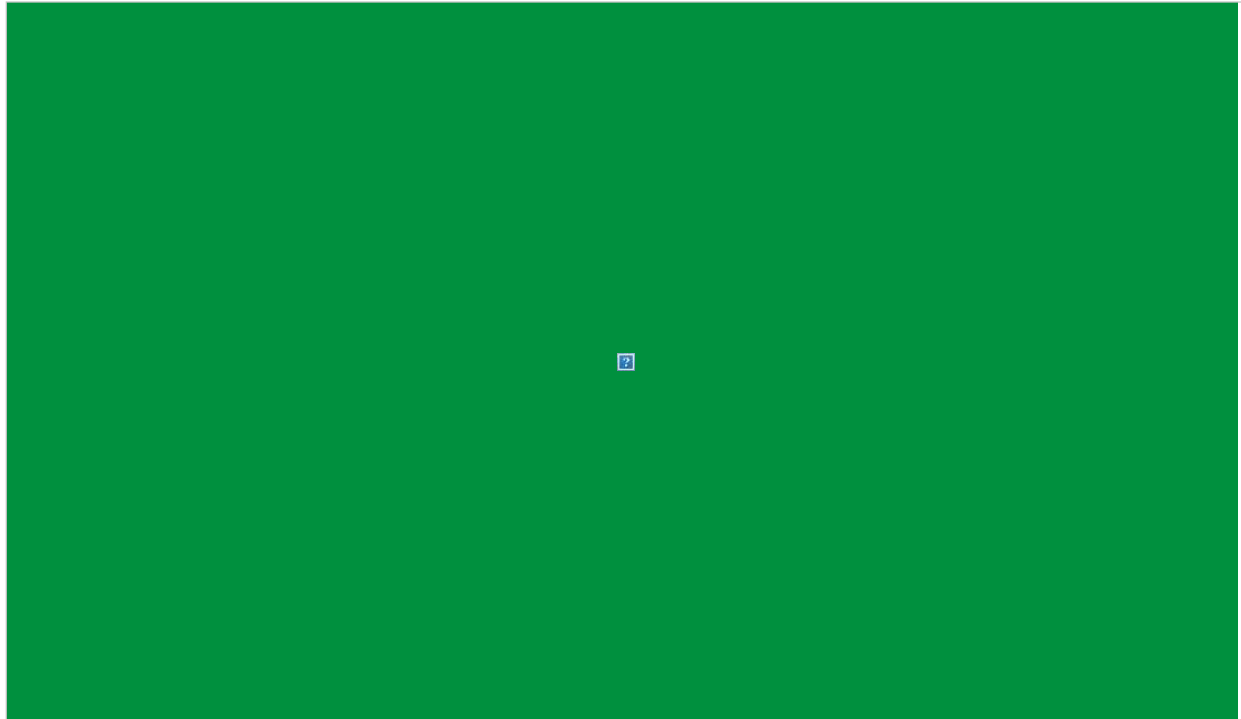
EMAIL RECEIVED FROM EXTERNAL SOURCE

Good Afternoon Mr. Lewis,

This email is in reference to the below loan application of BAC Funding Corporation in the amount of \$1.5 Million Dollars from the Miami-Dade Economic Advocacy Trust program. The loan application appears to be structured for a For Profit Company while BAC Funding Corporation is a Not For Profit Organization so when accessing the Business Ownership Tab, the program is looking for total ownership of 100% while Not For Profits have no ownership. The User is not allowed to proceed to next section without fulfilling 100% ownership. Additionally, the application is requesting personal financial information of the individuals listed as having ownership. In past loan applications from financial institutions as well as municipality bond deals, BAC Funding Corporation's Board did not have to disclose personal financial information. The applications were based on BAC Funding Corporation's corporate financial information. In light of these questions, BAC Funding Corporation is requesting a meeting for further clarification on information needed and the loan process related as a whole. Thank you.

**From:** BBIF <[donotreply@apply-plus.com](mailto:donotreply@apply-plus.com)>  
**Sent:** Wednesday, December 28, 2022 11:44 AM  
**To:** Jessie <[jessie@bacfunding.com](mailto:jessie@bacfunding.com)>  
**Subject:** You have been invited to complete a loan application!

[EXTERNAL]This Email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**You have been invited to complete a loan application!**

Hello Ronald Frazier,

**Duane Lewis** ([dlewis@bbif.com](mailto:dlewis@bbif.com)) has started filling out a loan application on your behalf for your business **BAC Funding Corporation** in the amount of **\$1,500,000**. This application requires all business owners to complete a series of questions and provide a set of financial documentation.

We recognize emails like this can raise concern considering all the spam and malicious emails on the internet. If you have any reservations, we encourage you to contact Duane directly to confirm the legitimacy of this email. Afterward please click the button below to proceed with this loan application.

[Start loan application](#)

You can contact support by replying to this email

BBIF

# Exhibit AA

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Duane Lewis](#)  
**Cc:** [palmettohomes1@bellsouth.net](mailto:palmettohomes1@bellsouth.net); [Myrlande Simeon](#)  
**Subject:** Copy of a Link for Application for Mr. Lundy  
**Date:** Thursday, January 5, 2023 12:41:10 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good afternoon, Mr. Lewis:

Copied on this email is Mr. Lundy a developer in Miami-Dade County. Please, send a link to him to start a loan application.

Respectfully,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Overtown Transit Village South*  
*601 NW 1<sup>st</sup> Ct, 20<sup>th</sup> Floor*  
*Miami, FL 33136*  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



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# Exhibit BB

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [Duane Lewis](#)  
**Cc:** [ndavis@nanafl.org](mailto:ndavis@nanafl.org); [Leroy@nanafl.org](mailto:Leroy@nanafl.org)  
**Subject:** Request for Link to Apply for a Loan for Neighbors and Neighbors Association, Inc.  
**Date:** Wednesday, January 11, 2023 5:21:27 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good evening, Mr. Lewis:

Below, please see the email address of Nehemiah Davis, a seasoned developer with Neighbors and Neighbors Association, Inc. (NANA) a developer/CDFI in Miami-Dade County. Upon speaking with NANA, the organization indicated that NANA has the last three years' financial statements and the last three years' tax returns.

Please, send Mr. Davis the link to the portal to apply for a loan.

Respectfully,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Overtown Transit Village South*  
601 NW 1<sup>st</sup> Ct, Miami, FL 33136  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



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**From:** Best, Marquis (MDEAT) <Marquis.Best@miamidade.gov>  
**Sent:** Wednesday, January 11, 2023 4:35 PM  
**To:** Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
**Subject:** Nehemiah Davis info

Good day Mr. Miller,

Here is Nehemiah Davis information. [ndavis@nanafl.org](mailto:ndavis@nanafl.org)

**Marquis Best**  
**Construction-Development Specialist**  
**Housing Division**

**Miami-Dade Economic Advocacy Trust**  
**Overtown Transit Village South**

*Overtown Transit Village - South*

*601 NW 1<sup>st</sup> Court, 21<sup>st</sup> Floor | Miami, FL 33136*

[Marquis.Best@miamidade.gov](mailto:Marquis.Best@miamidade.gov)

Direct: 305.375.5617

Main: 305.375.5661

Mobile/Text: 305.397.5974

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)

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# Exhibit CC

**From:** [Edwin Miller \(via Google Docs\)](#)  
**To:** [roshawn.harris@miamidade.gov](mailto:roshawn.harris@miamidade.gov)  
**Subject:** Edwin Miller's\_Resume 2020 W.docx  
**Date:** Friday, April 1, 2022 10:10:45 AM  
**Attachments:** [Edwin Miller's Resume 2020 W.docx.pdf](#)

---

EMAIL RECEIVED FROM EXTERNAL  
SOURCE

[11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com) attached a document



[11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com) has attached the following document:

Ma'am:

Please, will you print this for me? Four of them?

Ed



Edwin Miller's\_Resume 2020 W.docx

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

You have received this email because [11edwinmiller@gmail.com](mailto:11edwinmiller@gmail.com) shared a document with you from Google Docs.



Edwin L. Miller  
13215 NE 6th Av #201  
North Miami, FL 33161  
(305) 414-4589  
[ledwinmiller@gmail.com](mailto:ledwinmiller@gmail.com)

## **EDUCATION**

Florida A&M University  
School of Business & Industry  
Tallahassee, Florida  
Graduated: 8/88  
Major: Accounting

Southeast Bank, N.A.  
Miami, Florida  
Professional Banker  
Development Program  
Graduated: 4/89

## **PROFESSIONAL EXPERIENCE**

- 06/19 – Current**      **MIAMI-DADE ECONOMIC ADVOCACY TRUST**  
**ECONOMIC EMPOWERMENT MANAGER** – Responsible for serving as a liaison between the agency and the Economic Development Action Committee of the Board of Trust. For the small business advocacy entity, responsible for helping sustain a small business class in Miami-Dade County via advocacy in the form of outreach events, access to capital, grant funding rounds, etc. During a period of attrition, served as the mortgage underwriter for the Homeownership Assistance Program, administering junior mortgages for first-time homebuyers. Also, served as the CFO processing accounts payable administering the RFP process for purchases, working with the external auditor for the annual audit and helping draft the annual report of the agency.
- 10/18 – 04/19**      **EVOLUTION CAPITAL GROUP, LLC, BOCA RATON, FL**  
**CREDIT ANALYST/ACCOUNT EXECUTIVE** – For the independent sales organization and broker, spread financial statements and prepare credit analyses analyzing the financial statements of merchants for loans and investments for placement with funders/investors.
- 01/17 – Current**      **THE ONYX THREE GROUP, LLC, NORTH MIAMI, FL**  
**REAL ESTATE INVESTOR/WHOLESALE** – For the LLC, serve as the Operations Manager for the Real Estate Wholesaler purchasing Notes and Real Estate; then, liquidating those assets.
- 06/13 – 12/16**      **BAYVIEW LOAN SERVICING, LLC, CORAL GABLES, FL**  
**ASSET MANAGER/ASSOCIATE PORTFOLIO MANAGER** – Manage a portfolio of approximately 180 mortgage loans and/or the related residential real estate collateral providing borrowers the option of allowing me to either modify the loan terms; offer a Deed in Lieu of Foreclosure or short sale options; thereby working out the loan.
- 05/11 – 06/13**      **ELM BRANCH, LLC, MIAMI, FLORIDA**  
**REAL ESTATE INVESTOR/WHOLESALE** – For the single member LLC, served as a Real Estate Wholesaler purchasing Real Estate owned by banks or short sales owned by homeowners with negative equity; thereafter, sold the property to investors at between 50% and 70% of market value.
- 09/96 - 05/11**      **BAC FUNDING CORPORATION, MIAMI, FLORIDA**  
**BAC FUNDING CONSORTIUM, INC., MIAMI, FLORIDA**  
**BAC URBAN INITIATIVES, INC., MIAMI, FLORIDA**  
**PRESIDENT/COO** - Responsible for the daily management and policy decision-implementation relative to administrative matters of BAC Funding Corporation a 501(c)(3) Community Development Financial Institution and real estate development and management concern as well as, its affiliate, BAC Funding Consortium, Inc. a 501(c)(4) multi-bank community development corporation and BAC Urban Initiatives, Inc., a for-profit Investment Corporation and 100% wholly-owned subsidiary. Developed various computer models for sensitivity analyses to maximize the companies' profitability. Since becoming President in 1996, the consolidated financial statements of BAC Funding Corporation Subsidiary and Affiliated reflected profitability each year. Prior to 1996, the operation generated losses each year from 1982 until 1996. While serving as president, revamped the accounting reporting such that each company's operations are departmentalized into a departmental accounting system; thereby, improving profitability for every facet of the operations; also, a management by objectives system was instituted for strategic management purposes. The board books were prepared/edited quarterly to include the financial statements, pro forma financial statements, budgets,

meeting minutes, etc. A fundraising program was initiated, raising millions of dollars using the, then new, Community Development Financial Institutions Fund and issuing tax-free bonds. As President, was ultimately responsible for facilitating the Board and Board's Loan Committee meetings, editing the Board Books and Loan Committee correspondences, as well as, overseeing the adequacy of Loan Loss Reserve.

**03/93 - 09/96**

**BAC FUNDING CORPORATION, MIAMI, FLORIDA  
BAC FUNDING CONSORTIUM, INC.**

**VICE PRESIDENT - LOAN OPERATIONS** – Was responsible for assisting the president in managing four (4) loan/investment portfolios of loans to small businesses in Miami-Dade County, Florida. While managing BAC's loan and investment portfolios, Loan Loss Reserve/Total Loans improved from 49% to 11%. Duties included, via FAST and Moody's financial statement spreading software, analyzing the financial statements and creditworthiness of businesses; assisting in the approval or rejection of commercial loans or investments and preparing loan and/or investment documentation, i.e., commercial promissory notes and security agreements, UCC Filings, joint venture agreements, etc. I was also responsible for managing collections and presenting relatively sizable deals to the loan/investment committees for review. Furthermore, maintained the credit and documentation files of all clients. Provided technical assistance to customers, i.e., developed payroll processing and billing programs/systems, assisted customers in profitably bidding public sector contracts and becoming certified minority vendors with Federal, State and local governments. I also, assisted customers in cash budgeting and strategic planning. Furthermore, duties included preparing the Cited/Criticized Assets Reports and assisting the president in preparing for board meetings and preparing various statistical and accounting analyses of the four loan portfolios to include the preparation of Loan Loss Reserve/Charge off Schedules via Lotus 123 and Excel, as well as, presentation of same at the Board and Loan Committee Meetings. I represented the corporation at Miami-Dade County's Department of Business and Economic Development's Tools for Change Loan Guarantee Committee. I prepared the minutes of the Board and Loan Committee meetings.

**01/90 - 07/92**

**SOUTHEAST BANK LEASING COMPANY, MIAMI, FLORIDA**

**CREDIT MANAGER** - Managed a \$133 million corporate and consumer leasing portfolio. Duties included the following: preparing financial statement analyses of companies and individuals; approved or rejected auto and equipment lease financing requests of individuals and corporations; made collection calls as well as purchased auto leasing paper from various auto and equipment dealerships throughout Florida. I was responsible for maintaining credit files and acting as a liaison between Dunn and Bradstreet, the credit bureaus and the leasing company. Also, prepared statistical analyses and valuation models of the portfolio as well as leasing portfolios to sell and purchase. Prepared Cited Asset Reports of criticized assets and prepared the Loan Loss Reserve Schedules for the President of the Leasing Company which was presented to the Controller and the Parent Company. The portfolio was sold at a substantial profit.

**01/90 - 07/92**

**SOUTHEAST BANK LEASING COMPANY, MIAMI, FLORIDA**

**ACCOUNTING OFFICER** - Assisted the controller in compiling monthly and annual financial statements. Duties included preparing bank account reconciliations and various reports analyzing cash flow and excess cash to be invested in highly liquid securities for the president. Also, cited and charged-off past-due leases of corporate customers. Using spreadsheet software, prepared programs which included macros which performed the following: (1) determined the portion of proceeds received from terminated leases to settle loans due to the parent company; (2) tracked variable rate leases and (3) scheduled the intricate repayment system/process of nine (9) multi-million-dollar loans due to the parent company. Prepared various technical business reports for the president of the Leasing Company to be distributed directly to the Parent Company and the Parent Company.

**08/88 - 12/89**

**SOUTHEAST BANK, N.A.**

**CREDIT ANALYST** - While working in the Credit Administration Division as a Credit Analyst, performed financial statement analyses of companies and individuals while rotating through the bank's National and Corporate Divisions, as well as, two (2) branches and the Southeast Bank Leasing Company. I typically prepared the highest number of analyses of all analysts in the credit pool.

**TRAINEE** - Underwent nine (9) months of training in the Professional Banker Department Program. Special emphasis was placed on Accounting and commercial credit.

**06/82 – 2005**

**MILLER HARVESTING, INC., WINTER HAVEN,  
FLORIDA HERBERT MILLER PROPERTIES**

**VICE PRESIDENT** – Was responsible for assisting in managing the family's citrus harvesting, hauling, and property management businesses. Assisted in weekly payroll processing, obtaining financing, assisted in cash management and general strategic management. Also, drove a five-speed tractor trailer between orange groves and citrus processing plants throughout Central Florida. Duties also included the sale and purchase of assets, lawn maintenance and managing residential as well as mixed use property to include a pub and a barber shop.

## **INTERNSHIPS**

**01/87 - 04/87**

### **SOUTHEAST BANK, MIAMI, FLORIDA**

**SPRING INTERN** - Developed a targeted prospect list using D-Base while working in the National Banking Division; performed a statistical price analysis of competitive, fee-based corporate market products using Lotus 123. Also, I assisted in preparing financial statement analyses of the customers of the National Banking Division. I requested financial statements of the National Division's customers - Multi-National corporations.

**05/86 - 08/86**

### **GENERAL ELECTRIC COMPANY, CINCINNATI, OHIO**

**SUMMER INTERN** - Prepared schedules, reconciliations and journal entries while I worked in the Military Sales Accounting Unit of the Aircraft Engine Business Group. I reviewed contract remittances and subcontractor payments; as well as, military cash remittance routines.

**08/85 - 12/85**

### **HERTZ CORPORATION, OKLAHOMA CITY, OKLAHOMA**

**FALL INTERN/MANAGEMENT TRAINEE** - Made collection calls to the business community while working in the Central Billing Department. I hired two (2) clerical personnel while working in the human resources area. Also, prepared reconciliations of the Hertz/Eastern Air Lines Fly-Drive program while working in the General Accounting Department.

## **SOFTWARE:**

Moody's Analytics, Microsoft Excel, PowerPoint, Word, and Projects, as well as, LPS Desktop and MSP. For film and music production, proficient in Cakewalk by BandLab and ProTools.

## **PROFESSIONAL AND CIVIC AFFILIATIONS:**

Minister of Music – Lord of the Harvest Ministries, Inc. & Refuge Church of Our Lord Jesus Christ, Florida A&M University Alumni Association, Junior Achievement, Kappa Alpha Psi Fraternity, Inc., Broadcast Music, Inc. and Professional Association of Diving Instructors.

# Exhibit DD

**From:** [Miller, Edwin \(MDEAT\)](#)  
**To:** [johanna@broadviewtalent.com](mailto:johanna@broadviewtalent.com)  
**Cc:** [Chrisandra Blow](#)  
**Subject:** Chief Operating and Strategic Initiatives Officer, Florida Community Loan Fund  
**Date:** Wednesday, August 2, 2023 1:38:23 PM  
**Attachments:** [Outlook-kwhtgslc.png](#)  
[Outlook-4qohfp20.png](#)  
[Edwin Miller's Resume 2022 W.pdf](#)

---


Good afternoon, Johanna:

Attached, please find my resume reflecting that I have been part of the CDFI community for three decades having served as President of BAC Funding Corporation for 14 years. Please, consider me for the subject position close to my native Winter Haven, Florida.

Very Kind Regards,

**Edwin L. Miller**  
**Housing Administrator**  
**Miami-Dade Economic Advocacy Trust**  
*Overtown Transit Village South*  
601 NW 1<sup>st</sup> Ct, 21<sup>st</sup> Floor  
Miami, FL 33136  
[Edwin.Miller@miamidade.gov](mailto:Edwin.Miller@miamidade.gov)  
Direct: 305.375.5635  
Main: 305.375.5661  
[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



<!--[if !vml]-->  <!--[endif]--> <!--[if !vml]--> <!--[endif]-->

**"Delivering Excellence Every Day"**  
*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records.  
E-mail messages are covered under such laws and thus subject to disclosure.  
All e-mail sent and received is captured by our servers and kept as public record.*  
**Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#)**

Edwin L. Miller  
13215 NE 6th Av  
#201  
North Miami, FL 33161  
(305) 414-4589  
[ledwinmiller@gmail.com](mailto:ledwinmiller@gmail.com)

## **EDUCATION**

Florida A&M University  
School of Business & Industry  
Tallahassee, Florida  
Graduated: 8/88  
Major: Accounting

Southeast Bank, N.A.  
Miami, Florida  
Professional Banker  
Development Program  
Graduated: 4/89

## **PROFESSIONAL EXPERIENCE**

- 05/22 – Present**                    **MIAMI-DADE ECONOMIC ADVOCACY TRUST**  
**Housing Programs Chief** – Responsible for managing the existing Homeownership Assistance Program while automating its processes with \$30 million in total assets to include \$8 million in junior mortgage loans and \$22 million in cash. Also, responsible for implementing new product lines for the agency; thereby, helping curb the affordability issue in Miami-Dade County. The new initiatives include a rehabilitation loan program, a construction loan program to developers and a land acquisition program. Via the Construction Loan Program, hired immediate past employer BBIF to lend \$1.5 million to another previous employer, BAC Funding Corporation as well as other developers.
- 11/21 – 05/22**                    **BBIF**  
**SOUTH FLORIDA DIRECTOR** – Responsible for managing the South Florida office of the BBIF. In South Florida, booked over five million in small business loans for the community development financial institution to include loans to a television station's home office/studios, a multinational shipping company, a dentistry, a cellular phone tower contractor, construction companies, restaurants, medical companies, and other businesses in various industries. To that end, performed spreads and analyses of prospective borrowers; thereby, eliminating backlog. Helped provide technical assistance to businesses in South Florida.
- 06/19 – 11/21**                    **MIAMI-DADE ECONOMIC ADVOCACY TRUST**  
**ECONOMIC EMPOWERMENT MANAGER** – Responsible for serving as a liaison between the agency and the Economic Development Action Committee of the Board of Trust. For the small business advocacy entity, responsible for helping sustain a small business class in Miami-Dade County via advocacy in the form of outreach events, access to capital, grant funding rounds, etc. During a period of attrition, served as the mortgage underwriter for the Homeownership Assistance Program, administering junior mortgages for first-time homebuyers. Also, served as the CFO processing accounts payable administering the RFP process for purchases, working with the external auditor for the annual audit and helping draft the annual report of the agency.
- 10/18 – 04/19**                    **EVOLUTION CAPITAL GROUP, LLC, BOCA RATON, FL**  
**CREDIT ANALYST/ACCOUNT EXECUTIVE** – For the independent sales organization and broker, spread financial statements and prepare credit analyses analyzing the financial statements of merchants for loans and investments for placement with funders/investors.
- 01/17 – Current**                    **THE ONYX THREE GROUP, LLC, NORTH MIAMI, FL**  
**REAL ESTATE INVESTOR/WHOLESALE** – For the LLC, serve as the Operations Manager for the Real Estate Wholesaler purchasing Notes and Real Estate; then, liquidating those assets.
- 06/13 – 12/16**                    **BAYVIEW LOAN SERVICING, LLC, CORAL GABLES, FL**  
**ASSET MANAGER/PORTFOLIO MANAGER** – Managed a portfolio of over 180 mortgage loans and/or the related residential real estate collateral providing borrowers the option of either modifying loan terms; a Deed in Lieu of Foreclosure or short sale - working out the loan.

05/11 – 06/13

**ELM BRANCH, LLC, MIAMI, FLORIDA**

**REAL ESTATE INVESTOR/WHOLESALE** – For the single member LLC, served as a Real Estate Wholesaler purchasing Real Estate owned by banks or short sales owned by homeowners with negative equity; thereafter, sold the property to investors at between 50% and 70% of market value.

09/96 - 05/11

**BAC FUNDING CORPORATION, MIAMI, FLORIDA**

**BAC FUNDING CONSORTIUM, INC., MIAMI,  
FLORIDA BAC URBAN INITIATIVES, INC., MIAMI,  
FLORIDA**

**PRESIDENT/COO** - Responsible for the daily management and policy decision-implementation relative to administrative matters of BAC Funding Corporation a 501(c)(3) Community Development Financial Institution and real estate development and management concern as well as, its affiliate, BAC Funding Consortium, Inc. a 501(c)(4) multi-bank community development corporation and BAC Urban Initiatives, Inc., a for-profit Investment Corporation and 100% wholly owned subsidiary. Developed various computer models for sensitivity analyses to maximize the companies' profitability. Since becoming President in 1996, the consolidated financial statements of BAC Funding Corporation Subsidiary and Affiliated reflected profitability each year. Prior to 1996, the operation generated losses each year from 1982 until 1996. While serving as president, revamped the accounting reporting such that each company's operations are departmentalized into a departmental accounting system; thereby, improving profitability for every facet of the operations; also, a management by objectives system was instituted for strategic management purposes. The board books were prepared/edited quarterly to include the financial statements, pro forma financial statements, budgets,

meeting minutes, etc. A fundraising program was initiated, raising millions of dollars using the, then new, Community Development Financial Institutions Fund and issuing tax-free bonds. As President, was ultimately responsible for facilitating the Board and Board's Loan Committee meetings, editing the Board Books and Loan Committee correspondences, as well as, overseeing the adequacy of Loan Loss Reserve.

03/93 - 09/96

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08/88 - 12/89

**SOUTHEAST BANK, N.A.**

**CREDIT ANALYST** - While working in the Credit Administration Division as a Credit Analyst, performed financial statement analyses of companies and individuals while rotating through the bank's National and Corporate Divisions, as well as two (2) branches and the Southeast Bank Leasing Company. I typically prepared the highest number of analyses of all analysts in the credit pool.

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**MILLER HARVESTING, INC., WINTER HAVEN,  
FLORIDA HERBERT MILLER PROPERTIES**

**VICE PRESIDENT** - Was responsible for assisting in managing the family's citrus harvesting, hauling, and property management businesses. Assisted in weekly payroll processing, obtaining financing, assisted in cash management and general strategic management. Also, drove a five-speed tractor trailer between orange groves and citrus processing plants throughout Central Florida. Duties also included the sale and purchase of assets, lawn maintenance and managing residential as well as mixed use property to include a pub and a barber shop.

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**SOUTHEAST BANK, MIAMI, FLORIDA**

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**SOFTWARE:**

Moody's Analytics, Microsoft Excel, PowerPoint, Word, and Projects, as well as LPS Desktop and MSP. For film and music production, proficient in Cakewalk by BandLab and ProTools.

**PROFESSIONAL AND CIVIC AFFILIATIONS:**

Minister of Music - Lord of the Harvest Ministries, Inc. & Refuge Church of Our Lord Jesus Christ, Florida A&M University Alumni Association, Junior Achievement, Kappa Alpha Psi Fraternity, Inc., Broadcast Music, Inc., and Professional Association of Diving Instructors.

# Exhibit EE



Miami-Dade Economic Advocacy Trust  
INVOICE

Bill To: Vincent Burnett	Make Check Payable To: Miami-Dade Economic Advocacy Trust 601 NW 1st Court, 21st Floor Miami, FL 33136 Phone: 305.375.5661
Reference: R024104-100323	

DESCRIPTION	RESPONSE	TIME	TOTAL
List of Satisfaction of Mortgages recorded from 10/01/22 to 9/30/2023	MDEAT has records responsive to this request	3 Hrs	125.49
List of Satisfaction of Mortgages (SMOs) in need of recording as of 9/30/2023	MDEAT has records responsive to this request	3 Hrs	113.18
Documentation-list, HAP Ln#, Payoff Date, etc. of 3,380 SMOs in need of recording as stated in the 9/1/2022 in the email by Director Diggs to MDEAT Executive Committee	MDEAT has records responsive to this request	3 Hrs	70.32
Housing Division Balance sheet as of 9/30/2022, 9/30/2023	MDEAT has no records responsive to this request. Waiting to get information from Finance	TBD	TBD
Housing Division Income statement as of 9/30/2022, 6/31/2023, 7/31/2023, 8/31/2023, 9/30/2023 HAP Production Report 08/2023, 09/2023	MDEAT has no records responsive to this request. Waiting to get information from Finance	TBD	TBD
HAP Production Report 08/2023, 09/2023	MDEAT has records responsive to this request	1 Hr	44.87
MDEAT HAP New Loan Report 06/2023, 07/2023, 08/2023, 09/2023	MDEAT has records responsive to this request	2 Hrs	89.74
HAC agenda and minutes 06/2023, 07/2023, 08/2023, 09/2023,10/2023	MDEAT has records responsive to this request	2 Hrs	150.30
Oct 2023 Board Package Report	MDEAT has records responsive to this request	0.00	0.00
Scope service, invoices, checks, & all payments to BBIF as part of the 12/2022 MDEAT sole source-MOA	MDEAT has records responsive to this request	1 Hr	75.15
DESCRIPTION	RESPONSE	TIME	TOTAL

Loan Administration contract from the period 01/01/2023 to 9/30/2023	MDEAT has records responsive to this request	0.00	0.00
Notes, minutes, plans, documentation of 6/2/2022 meeting of BAC Funding Corporation and MDEAT Housing Div staff - Edwin Miller, Eric Johnson, Vincent Burnett, Marquis Best	MDEAT has no records responsive to this request. Waiting to get information from Finance	0.00	0.00
Payments of any proceeds to BAC Funding Corporation or BBIF (Black Business Investment Fund) made during 06/01/2023 -09/30/2023 inclusive of check copies	MDEAT has no records responsive to this request. Waiting to get information from Finance	TBD	TBD
Any Emails to/from Vincent Burnett and Director William Diggs on the dates of 2/15/2023, 3/6/2023 and 3/7/2023	MDEAT has records responsive to this request	0.00	0.00
Disparity study produced by CMA Enterprise on behalf of MDEAT approximately 09/2023 - 10/2023 (approximately 300+ page long), as stated in the 9/18/2023 Board meeting and Director Diggs Miami Herald OpEd on 9/28/2023	MDEAT has records responsive to this request	1 Hr	90.12
Preliminary Disparity Study produced by Keene on behalf of MDEAT approximately 1/2021-6/2022	MDEAT has records responsive to this request	1 Hr	90.12
Any documentation of Kristin Henning's collaboration with the University of Miami Youth Study as stated by Director Diggs in his 3/16/2023 MOA MDEAT Board funding request of \$14,000 for her 5/23 MDEAT Speaks speaker appearance	MDEAT has records responsive to this request	2 Hr	180.24
Invoices and Payments for venue, speaker, and designated speaker(s) for MDEAT Speaks series from the period of 09/01/2022 to 10/05/2023	MDEAT has records responsive to this request	1 Hr	39.87
Payoff History report for Calendar or Fiscal years 2017,2018,2019,2020,2021,2022, 2023 Indicating year, fequency, dollar amount	MDEAT has records responsive to this request	40 Hrs	1794.80
		<b>BALANCE DUE</b>	<b>\$2,864.20</b>

# Exhibit FF

## Bunker, Nolen A. (COE)

---

**From:** Harris, Roshawn (MDEAT)  
**Sent:** Tuesday, February 18, 2025 5:00 PM  
**To:** Olmo, Nilda (COE)  
**Subject:** RE: Public Record Request  
**Attachments:** Notes.Minutes.Emails Pertaining to the June 2, 2022.MDEAT Staff Meeting with BAC Funding Corporation Representatives.pdf

Good Day Nilda,

Hoping all is well. Please see the requested information attached.

Regards,

**RoShawn**

**Sr. Human Resources Manager/DPR**

**Miami-Dade Economic Advocacy Trust**

*Overtown Transit Village - South*

601 NW 1<sup>st</sup> Court, 21<sup>st</sup> Floor | Miami, FL 33136

[roshawn.harris@miamidade.gov](mailto:roshawn.harris@miamidade.gov) | O.305.375.5628 | C.305.302.9026

[www.miamidade.gov/EconomicAdvocacyTrust](http://www.miamidade.gov/EconomicAdvocacyTrust)



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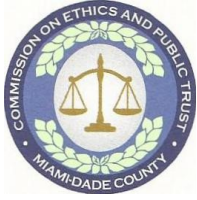
**From:** Olmo, Nilda (COE) <Nilda.Olmo@miamidade.gov>  
**Sent:** Friday, February 14, 2025 4:40 PM  
**To:** Harris, Roshawn (MDEAT) <Roshawn.Harris@miamidade.gov>  
**Subject:** Public Record Request

Hello Roshawn,

I am requesting a copy of any documents, to include but not limited to notes/minutes and emails, pertaining to the June 2, 2022, MDEAT staff meeting with BAC Funding Corporation representatives.

This request is confidential and not subject to FS 119 until our investigation has concluded, pursuant to Miami-Dade County Ordinance Sec. 2-1074. For that reason, please keep this request confidential.

Thank you,



*Nilda Olmo*

Investigator  
MDC Commission on Ethics & Public Trust  
701 Northwest 1<sup>st</sup> Court, 8<sup>th</sup> Floor  
Miami, Florida 33136

Phone: 305.579.2594

Fax : 305.579.1093

Email: [Nilda.olmo@miamidade.gov](mailto:Nilda.olmo@miamidade.gov)



**Miami-Dade Economic Advocacy Trust (MDEAT)**  
 111 NW 1st Street • Suite 2032  
 Miami, Florida 33128  
 T 305-375-5661  
 MDEATInfo@miamidade.gov  
 www.miamidade.gov/EconomicAdvocacyTrust

VIA US MAIL & ELECTRONIC MAIL

June 2, 2022

miamidade.gov

**BOARD MEMBERS**

- Khalid Salahuddin  
*Chairperson*
- Hannibal N. Burton  
*First Vice-Chairperson/EDAC Chairperson*
- James Bunyan  
*Second Vice-Chairperson/HAC Chairperson*
- Erbira Blanco-True  
Carol Hindsman  
Michelle LaPiana  
Lonnie Lawrence  
Julio Piti  
Katrina Wright

**EXECUTIVE DIRECTOR**

William Diggs

Ronald E. Frazier  
 Chairman, CEO  
 BAC Funding Corporation  
 6600 NW 27<sup>th</sup> Ave  
 Miami, FL 33147

RE: Townhomes Development at 6600 NW 27<sup>th</sup> Ave, Miami, FL 33147

Dear Ronald E. Frazier:

I had the honor and pleasure of meeting with you and Mr. Houston yesterday. After evaluating the opportunity further and thinking through it with my team we will need the following items to move the conversation forward;

- 1) Please provide the name of the contractor.
- 2) To combat supply chain issues, what plans do you have?
- 3) We have expectations of weekly cost estimates of labor and materials, considering supply chain/inflation issues.
- 4) Please provide a copy of the contract with the general contractor.
- 5) Please provide a copy of the contract with the construction manager.
- 6) Are you taking pre-construction reservations for deposits (refundable/non-refundable), waiting lists, etc.?
- 7) Please provide a list of all the members of the development team.
- 8) Please provide the last five years audited financial statements of BAC Funding Corporation, its affiliates, and subsidiaries. Also please provide the most recent interim financial statement.
- 9) Please provide the architect of record.
- 10) Please provide proof of funds e.g., bank statements to be used to fund the development of the infill lots.
- 11) Please provide a project financing list for the development of the townhomes.

Sincerely,

Marquis, Best  
 Construction Development Specialist

CC: Bill Diggs  
 Jessie B. Houston, II

## Miller, Edwin (MDEAT)

---

**From:** oliverg@nudllc.org  
**Sent:** Friday, June 3, 2022 1:39 PM  
**To:** Best, Marquis (MDEAT)  
**Cc:** Miller, Edwin (MDEAT)  
**Subject:** RE: Townhomes development list 're supporting

### EMAIL RECEIVED FROM EXTERNAL SOURCE

Mr. Best,

I would suggest the following:

- #2 should include ..."what plans do you have for potential construction cost escalations during construction"
- #3 should be the lead in sentence for#2.
- #8 you really only need last 3 years
- #10 instead of "used to fund" try "used to support "
- New #11 Provide any Commitment Letters to support the Predevelopment and Construction Budget

That should be enough for now to get a better understanding of the salient points relative to readiness to proceed

Hopefully this helps.

--

Oliver L. Gross  
President/ CEO  
New Urban Development, LLC  
Email: [Oliverg@nudllc.org](mailto:Oliverg@nudllc.org)  
Phone: (305) 696-4450  
Fax: (305) 696-4455



**From:** Best, Marquis (MDEAT) <Marquis.Best@miamidade.gov>  
**Sent:** Friday, June 3, 2022 8:31 AM  
**To:** oliverg@nudllc.org  
**Cc:** Miller, Edwin (MDEAT) <Edwin.Miller@miamidade.gov>  
**Subject:** Townhomes development list 're supporting

Good day Mr. Oliver,

As you may know, the Miami-Dade Economic Advocacy Trust program is looking to co-Develop with Ronald Frazier and the BAC Funding Corporation. Before MDEAT seals the deal and begins the process there are a couple of questions and



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 5/12/2022

Property Information	
Folio:	30-3116-000-0050
Property Address:	6600 NW 27 AVE Miami, FL 33147-7220
Owner	MIAMI-DADE COUNTY OCED
Mailing Address	140 W FLAGLER ST STE 1000 MIAMI, FL 33130-1561
PA Primary Zone	3051 UC EDGE - RESIDENTIAL (R) 4 MAX HT
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	27,239 Sq.Ft
Lot Size	220,205 Sq.Ft
Year Built	1973



Assessment Information			
Year	2021	2020	2019
Land Value	\$1,932,506	\$1,694,940	\$1,457,374
Building Value	\$1,419,690	\$1,445,500	\$1,404,435
XF Value	\$229,718	\$233,688	\$237,659
Market Value	\$3,581,914	\$3,374,128	\$3,099,468
Assessed Value	\$3,410,733	\$3,100,667	\$2,818,789

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	\$171,181	\$273,461	\$280,679
County	Exemption	\$3,410,733	\$3,100,667	\$2,818,789

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
16 53 41 5.17 AC E3/4 OF NE1/4 OF SE1/4 OF NE1/4 LESS S175FT & LESS E50FT FOR RAW

Taxable Value Information			
	2021	2020	2019
<b>County</b>			
Exemption Value	\$3,410,733	\$3,100,667	\$2,818,789
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$3,581,914	\$3,374,128	\$3,099,468
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$3,410,733	\$3,100,667	\$2,818,789
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version: