



Miami-Dade County through its Homeless Trust

With

Carrfour Supportive Housing, Inc.

Services Agreement

as Amended and Restated

Verde Gardens Housing Component

**AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND
CARRFOUR SUPPORTIVE HOUSING, INC.
FOR THE VERDE GARDENS HOUSING COMPONENT**

This VERDE GARDENS HOUSING COMPONENT SERVICES AGREEMENT (the "Services Agreement" or "Agreement"), is entered into on this 15th day of November, 2018, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (the "County") and CARRFOUR SUPPORTIVE HOUSING, INC. ("Carrfour"), a Florida non-profit corporation.

WHEREAS, on June 28, 1996 the Department of Health and Human Services ("HHS") conveyed to the County an 84.16-acre tract of real property located on the former Homestead Air Force Base ("HAFB Property"), pursuant to Title V of the Stewart B. McKinney Act, by quitclaim deed (the "Quitclaim Deed") for temporary housing and related services for the benefit of homeless persons as provided in the DHHS-Approved Program and Plan and incorporated into the Quitclaim Deed ;

WHEREAS, in May 2008, at the request of the Miami-Dade County Homeless Trust, HHS approved a modification to the Approved Program and Plan incorporated into the Quitclaim Deed, granting the County permission to develop approximately fifty-two (52) acres of HAFB Property as Permanent Supportive Housing for homeless families, a produce/landscape nursery, and a farmer's market/retail complex to benefit homeless individuals ("Verde Gardens Complex");

WHEREAS, in 2008, pursuant to Resolution No. 525-08, the Board of County Commissioners ("BCC") approved the issuance of a Request for Applications ("RFA") to enter into contracts and/or agreements with a development partner for the approximately fifty-two (52) acres of undeveloped land on the HAFB Property. The Resolution also stated that a lease would be developed with the entity to develop the property and subsequently submitted to the BCC for their review and approval. Pursuant to Resolution No. 1238-08, the BCC approved a lease with the non-profit housing provider, Carrfour, the entity selected as development partner under the RFA ("2008 Verde Gardens Complex Lease");

WHEREAS, in 2009 the County entered into a Lease Agreement and a Services Agreement with Carrfour ("2009 Verde Gardens Complex Service Agreement"), to develop and operate a Permanent Supportive Housing project ("Housing Component") and a produce//landscape nursery and farmer's market/retail complex ("Farm Component"), collectively, the "Verde Gardens Complex";

WHEREAS, in 2017 Carrfour, with the County's approval, determined to secure the services of Redland Ahead, Inc. (Redland Ahead), a not-for-profit organization with expertise in sustainable and productive organic farms and nurseries, in furtherance of the Verde Gardens Farm Component objectives;

WHEREAS, on December 11, 2017, Carrfour and Redland Ahead, Inc. entered into an agreement, with the County's approval, for Redland Ahead's services for the Farm Component;

WHEREAS, the County now desires to enter into a direct Services Agreement with Redland Ahead, as may be modified from time to time, for the maintenance, operation and improvement of the Farm Component;

WHEREAS, the County agrees to allow Redland Ahead to have access to and use of a portion of the Verde Gardens Complex in order to facilitate the provisions of the aforementioned services, consistent with the allowable uses of such land pursuant to the Quitclaim Deed, attached and incorporated herein as **Attachment A, Pages 26-67**;

WHEREAS, the County agrees to Amend and Restate the Services Agreement with Carrfour, for the continued operation, maintenance and improvement of the Housing Component.

WHEREAS, both Services Agreements are being entered into simultaneously with the Services Agreement and Scope of Services with Redland Ahead, attached and incorporated herein as **Attachments B and C**, respectively, with both parties subject to the continuing 2008 Lease Agreement with Carrfour for the Verde Gardens Complex, attached and incorporated herein as **Attachment A, Pages 1-25**.

WHEREAS, the Parties hereby agree that Carrfour shall manage, operate and improve the Housing Component, consistent with the allowable uses of such land pursuant to the Quitclaim Deed, and pursuant to the terms herein;

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual agreements between the County and Carrfour, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

The foregoing recitals are true and correct and constitute part of this Agreement.

II. STATEMENT OF WORK / SCOPE OF SERVICES

- A. Carrfour shall carry out the activities specified in the "Scope of Services", which is incorporated herein as **Attachment E**.
- B. Carrfour shall maintain, operate and improve the Housing Component as described in the Scope of Services, which includes 145 units of Permanent Supportive Housing for homeless families,
- C. Carrfour shall maintain the Verde Gardens Housing Component in accordance with any and all applicable local, State and federal regulations and requirements, including but not limited to any laws relating to background screening, licensure, certification, confidential information, Section 119.0701, Florida Statutes, as relates to public records, and requirements delineated in the Scope of Services.

As it relates to this Agreement and the Lease and any subsequent agreements and other documents related to the Verde Gardens Complex, Carrfour and any of its subsidiaries, pursuant to Section 119.0701, Florida Statutes, shall:

- i) Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- ii) Upon request of from the County's custodian of public records identified herein, provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the work under this Agreement if the Carrfour does not transfer the records to the County; and
- iv) Meet all requirements for retaining public records and transfer to County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of Carrfour upon termination of this Agreement. Upon termination of this Agreement, Carrfour shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

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

In the event Carrfour does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes and this Agreement, County shall avail itself of the remedies set forth in this Agreement and the Lease.

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

**Miami-Dade County
Homeless Trust
111 NW 1st Street, 27th Floor
Miami, Florida 33128
Attention: Victoria L. Mallette
Email: vmallette@miamidade.gov**

III. TERM

1. The County and Carrfour agree that this Agreement shall become effective on October 1, 2017.
2. The "Initial Term" of this Agreement shall expire September 30, 2020, and run concurrent with the Verde Gardens Farm Component Services Agreement. Upon expiration of the

Initial Term, this Agreement may be extended for the purposes of operating and maintaining the Housing Component, with the consent of both parties. In an effort to run concurrent with the Lease Agreement, this Agreement may be extended up to and including the termination date of the Lease Agreement, with the consent of both parties.

IV. SPECIAL CONDITIONS OF OCCUPANCY AND REFERRAL

Carrfour shall serve clients as follows:

- A. Eligible populations for this program are: homeless families with a disabled family member (either parent or child) and homeless frail elderly populations. For purposes of this Agreement, a disability is defined as a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions which is determined to be of long-continuing or indefinite duration and substantially impedes the person's ability to live independently without support services. A disabling condition limits an individual's ability to work or perform one or more activities of daily living.
- B. All unit vacancies shall be filled solely by referral of the Homeless Trust in accordance with the CoC's Orders of Priority and Coordinated Entry policies and procedures.
- C. Households or tenants pay no more than 30 percent of the household's annual income on rent.

V. FUNDS AND FINANCIAL MANAGEMENT

A. Operating Gap Funds

- 1. The County agrees to provide up to **\$125,000** per County fiscal year, which commences on October 1st, for supportive services for the Verde Gardens Housing Component ("Operating Gap Funds"). These supportive services funds shall be pro-rated monthly with no more than \$10,416.66 per month to be reimbursed within each County fiscal period. Carrfour must submit to the County a budget and narrative of anticipated supportive services expenses for the period of October 1 to September 30 of each fiscal year for the County's review and approval one hundred and twenty (120) days in advance of the fiscal year start.
- 2. During the contract term of this Agreement, both parties agree to jointly review, on an annual basis and no later than 120 days prior to the end of each Fiscal Year,, the operating costs of the Permanent Supportive Housing component against tenant rent revenue and funding awards supporting services and operations of the Permanent Supportive Housing component, including but not limited to CoC HEARTH, Trust Food & Beverage and Section 8 project-based vouchers. The parties agree to make a determination based upon this review whether and how much Operating Gap Funds are required to cover operating expenses.

3. Availability of funding is at the County's sole discretion. The County shall be the final and sole authority in determining whether or not funds are available. If the County determines funds are or become unavailable, the County shall advise the Carrfour of said unavailability in writing as per the terms contained in Section IX of this Agreement.

B. Capital Improvement Funds:

1. Verde Gardens Complex Capital Funds: Subject to the availability of funds, the County will annually allocate \$100,000 toward eligible capital expenses, generally defined as those expenses other than general repairs resulting from regular wear and tear, of the Verde Gardens Complex (Verde Gardens Complex Capital Funds). No later than May 31st of each year under this Agreement, the Carrfour shall submit an itemized list, including projected cost, of capital expenses in order of priority for the Housing Component. Redland Ahead under its Services Agreement with the County will be subject to the same obligation for the Farm Component. Upon receipt of both lists, the County will determine, based on need and in its sole discretion, the allocation of the Verde Gardens Complex Capital Funds to the Components of the Verde Gardens Complex.

Under the 2009 Verde Gardens Complex Service Agreement, as amended by the Third Amendment fully executed on December 18, 2017, the County agreed to provide up to **\$100,000** during fiscal year 2017-2018 in Verde Gardens Complex Capital Funds. Pursuant to the terms of the 2009 Verde Gardens Complex Service Agreement, the Verde Gardens Capital Funds must be pro-rated for fiscal year 2017-2018 with no more than \$83,333.33 reimbursed between October 1, 2017 and May 31, 2018. No later than fifteen (15) days of the effective date of this Agreement, the Carrfour and Redland Ahead must each prepare and submit an itemized list, including project cost, of capital expenses in order of priority for the remainder of the 2017-2018 Verde Gardens Complex Capital Funds. Upon receipt of both lists, the County, in its sole discretion, will determine, based on need and in its sole discretion, the allocation of the remaining Verde Gardens Complex Capital Funds to Components of the Verde Gardens Complex.

2. The Parties will work cooperatively to identify third party funding to operate the Verde Gardens Complex.
3. Availability of funding is at the County's sole discretion. The County shall be the final and sole authority in determining whether or not funds are available. If the County determines funds are or become unavailable, the County shall advise Carrfour of said unavailability in writing in accordance with the terms herein. Carrfour is not obligated to make capital repairs to the property if the County does not provide funding to perform the capital repairs.
4. Unless waivers are secured, Housing Component operator will be required to comply with County requirements applicable to these capital improvements on this county-owned land, such as, but not limited to, the ordinance governing the Arts in Public Places Buildings Program. Housing Component operator agrees to comply with the provisions of any and all applicable Federal and State laws and the County's orders, statutes and ordinances.

C. Method of Payment and Financial Management

1. The method of payment of Operating Gap Funds will be on a reimbursement basis for expenses detailed in the County-approved Operating Gap Fund Budget.
2. County's payment for pre-approved expenditures of the Housing Component Capital Funds allocated to Carrfour is on a cost-reimbursement basis and made directly to Carrfour.
3. Payment will be limited to only those costs included in the proposed expenditures submitted to the County, which are incurred in accordance with the terms of this Agreement. All requests for payments along with supporting documentation, which shall include but not be limited to signed invoices and canceled checks for all expenditures, must be submitted to the County. The County will reimburse Carrfour's invoices within [twenty-one (21) business days from the date Carrfour properly submits an invoice with all of substantiating documentation. The County may require additional or corrected invoices or necessary substantiating documents from Carrfour before payment is made.
4. All requests for reimbursements shall utilize a County-provided Invoice Form, as may be amended from time to time. The Invoice shall be signed by the Executive Director and the Financial Officer of the Carrfour, and validated by the Homeless Trust's assigned Contract Officer, Contracts Management and Monitoring supervisor, Budget Manager and Executive Director. The County reserves the right to request additional documentation to support any Invoice Request.
5. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
6. The parties agree that Carrfour may request a revision to the Operating Gap Funds Budget or the expenditures listed for Carrfour's allocation of Verde Gardens Complex Capital Funds. However, such revisions shall be subject to review and approval by the County. Such requests will only be considered if submitted no later than thirty (30) days prior to the expiration of this Agreement.
7. Within thirty (30) days of the termination or expiration of the Initial Term of this Agreement and any extensions thereto, and at least annually, a report of expenditures shall be submitted to the County. If after the receipt of an annual report or final report at the termination or expiration of this Agreement, the County determines that Carrfour has been paid funds not in compliance with the Agreement, and to which it is not entitled, Carrfour will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Agreement. The County shall have the sole discretion to determine if Carrfour is entitled to such funds. The County shall exercise its discretion in a reasonable manner.

VI. RECORDS AND REPORTS

A. Records

1. "Records" are defined as any and all books, records, client files (including client progress reports, referral forms, etc.), documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received, or compiled by or at the director of Carrfour or any subcontractor directly or indirectly related to the duties and obligations required by terms herein, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives, diskettes or surveys.
2. Carrfour must maintain Records that document all actions to comply with this Agreement, including those on race, ethnicity, gender, and disability status data; and those in accordance with generally accepted accounting principles, procedures, and practices as required in Circular OMB-122 which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement which shall include but not be limited to a cash receipt journal, cash disbursement journal, general ledger, and all such subsidiary ledgers as may be reasonably necessary.
3. Carrfour shall provide to the County, upon request by the County, all Records. The requested Records shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by Carrfour at any time upon request by the County. The County shall have unlimited rights to all books, articles, or other copyrightable materials, developed in the performance of this agreement. These unlimited rights include the rights of royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for public purposes.
4. Carrfour shall ensure that the Records shall at all times be subject to and available for full access and review, inspection, or audit by County and Federal personnel and any other persons so authorized by the County, upon reasonable notice.
5. Carrfour shall include in all the County-approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by the County, each of the record-keeping and audit requirements detailed in this Agreement. The County shall, in its sole and absolute discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described in this Agreement. These Records shall be maintained as pursuant to this Agreement.
6. If Carrfour received funds from or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, then Carrfour shall provide to the County a copy of each report and any follow-up communications and reports immediately upon such issuance unless such a disclosure is a violation of those agencies' rules.

B. Reports

1. Carrfour shall submit to the County the reports described below or any other document in whatever form, manner, or frequency as may be requested by the County. These will be used for monitoring Carrfour's progress, performance, and compliance with applicable County and Federal requirements.
 - a. *Progress Reports* – Carrfour shall submit a Quarterly Status Report which shall describe the progress made by Carrfour in achieving each of the objectives identified in the Scope of Services. The reports shall explain Carrfour's progress including comparisons of actual versus planned progress for the period. The reports are due by the 15th day of the following month.
 - b. *Budgets* – Carrfour will submit to the County a yearly projected operating budget (revenue and expenses) for the entirety of the Housing Component on a fiscal year running from October-September for each year under this Agreement no later than ninety (90) days before the start of the fiscal year which is October 1. Together with Progress Reports, Carrfour shall provide the County a quarterly expense/ income report within fifteen (15) days of the end of the quarter. No later than ninety (90) days following the end of the fiscal year, Carrfour will submit a Revenue and Expense Statement comparing actual revenue and expenses against the fiscal budget to the County.
 - c. *Audit Reports* – Carrfour shall provide two (2) copies of an annual certified public accountant's opinion and related financial statements on the organization to the County no later than one-hundred and eighty (180) calendar days following the end of Carrfour's fiscal year, for each year during which this Agreement remains in force or until all funds earned under this Agreement have been so audited, whichever is later, provided Carrfour has such opinion prepared.
 - d. *Continuity of Operations* – By May of each contract year, Carrfour shall submit to the County a detailed emergency plan, the Continuity of Operations (COOP), which describes the process and procedures established by Carrfour to ensure the safety and well-being of the clients referred to the Housing Component through this Agreement in the event of an emergency. An emergency, for purposes of this Agreement, includes, but is not limited to, natural disasters (i.e. hurricanes, floods), cold weather emergencies, fire, etc.
 - e. *Incident Reports* – Carrfour will report to the County information related to any critical incidents during the administration of its program. Carrfour must, within 24 hours of the incident, submit in writing a detailed account of the incident to the assigned Trust contract officer/administrative officer.

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification

- B. Carrfour shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind

or nature arising out of, relating to or resulting from the performance of this Agreement by Carrfour or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided

C. Insurance

1. Carrfour shall furnish to Miami-Dade County Homeless Trust, 111 NW 1st Street, Suite 27-310, Miami, Florida 33128, Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

a. The following insurance must be kept in full force throughout the duration of the Agreement:

- i. Worker's Compensation Insurance pursuant to Chapter 440, Florida Statutes.
- ii. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- iii. Automobile Liability Insurance covering owned, non-owned and hired vehicles used in connection with the Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

b. Miami-Dade County must be named as an "additional insured" party.

c. Carrfour shall ensure that all applicable insurance certificates required in conjunction with this project remain in full force and effect for the duration of the agreement.

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

Insurance Rating. The Insurance Company must either: (a) be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or (b) hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

e. Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

f. Compliance with a portion of the foregoing requirements shall not relieve Carrfour of any liability or obligation under any section of Scope of Services.

2. Notwithstanding anything to the contrary contained above, the County will be responsible for providing property insurance for all improvements constructed hereunder on an "all risk" basis with limits deemed reasonable by the County. The County shall be responsible for maintaining such insurance for the duration of this Agreement.

The process by which Carrfour shall submit claims under the County's property insurance for all improvements is attached hereto as **Attachment F**.

VIII. AFFIDAVITS

A. County-Required Affidavits:

Carrfour must complete and notarize Miami-Dade County Required Affidavits (**Attachment G**) which are as follows:

1. Miami-Dade County Ownership Disclosure Affidavit
2. Miami-Dade County Employment Disclosure Affidavit
3. Miami-Dade County Affirmative Action/ Nondiscrimination of Employment, Promotion and Procurement Practices
4. Miami-Dade County Criminal Record Affidavit
5. Public Entity Crimes Affidavit
6. Miami-Dade County Family Leave Affidavit
7. Miami-Dade County Disability Nondiscrimination
8. Miami-Dade County Delinquent and Currently Due Fees or Taxes
9. Miami-Dade County Contracts, Loans and Other Obligations
10. Domestic Violence Leave
11. Miami-Dade County Employment Drug-Free Workplace
12. Attestation Regarding Due and Proper Acknowledgement of County Funding Support
13. Miami-Dade County Resolution No. R-630-13 Requiring a Detailed Project Budget, Sources and Uses Statement, Certification as to Past Defaults on Agreements with Non-County Funding Sources, and Due Diligence Check
14. Miami-Dade County Resolution No. R-478-12 Not to Use Products or Foods Containing "Pink Slime"
15. Miami-Dade County Required Lobbyist Registration for Oral Presentation Section 2-11.1(i)(2) Conflict of Interest and Code of Ethics Ordinance
16. Disclosure Subcontractor/Supplier Listing

B. Legal Requirement:

Carrfour agrees to comply with the provisions of any and all applicable Federal, State laws and the County's orders, statutes and ordinances, including but not limited to:

1. Carrfour agrees to abide by Chapter IIA of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment and public accommodations.
2. Where applicable, Carrfour agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part there will be no discrimination of race, color, sex, religious background, ancestry or national origin in

performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Agreement.

3. It is further understood that Carrfour must submit an affidavit attesting that it is not in violation of the American with Disabilities Act, the Rehabilitation Act, and the Federal Transit Act, 49 USC § 1612. If Carrfour or any owner, subsidiary, or other firm affiliated with or related to Carrfour, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with Carrfour. Any contract entered into based upon a false affidavit shall be voidable by the County. If Carrfour violates any of the Acts during the term of any Contract Carrfour has with the County, such Contract shall be voidable by the County, even if Carrfour was not in violation at the time it submitted its affidavit.
4. Carrfour agrees that it is in compliance with the Domestic Violence Leave, codified as § II-A60 et. Seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Carrfour.
5. Carrfour also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides in part that there shall be no discrimination against persons in any area of employment because of age. Carrfour agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. Carrfour agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).
6. Carrfour agrees to abide by 24 CFR 578.87(b) governing faith-based organizations.
7. Carrfour covenants and agrees to comply with Section 10-38 of the County Code, which prevents Construction Managers, Subcontractors, their officers, their principals, stockholders, and their Affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. It is Carrfour's responsibility to ascertain that none of the Subcontractors, their officers, principals or Affiliates, as defined in the County Code, are debarred by the County pursuant to Section 10-38 of the County Code and Administrative Order 3-2. If this Agreement is entered into in violation of Section 10-38 of the County Code, this Agreement is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

C. Payment and Performance Bond:

Pursuant to and in accordance with Section 255.05, Florida Statutes, Carrfour and each prime contractor performing any part of improvements to the Project specified in this Contract with all Attachments hereto, requires Carrfour to obtain and thereafter at all times during the performance of the development work maintain a combined performance bond and labor and material payment bond for the development Work (referred to herein as the "Bond") in an

amount equal to one hundred percent (100%) of the cost of the development work, as it may be amended from time to time. Carrfour shall deliver within ten (10) days prior to the commencement of construction of any improvements, at its own cost and expense, this payment and performance bond with a surety meeting the qualifications acceptable to the General Services Administration's Risk Management Division of Miami-Dade County. The bond shall be for the full amount of contemplated development work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers, and materialmen.

IX. SUSPENSION AND TERMINATION

A. Suspension

1. The County may, for reasonable cause, temporarily suspend Carrfour's construction and/or operations as set forth in the attached Scope of Services and authority to obligate funds under this Agreement or withhold future payments to Carrfour pending necessary corrective action by Carrfour or both. All eligible expenses incurred prior to the notice date will be reimbursed by the County. If County suspends funding, Carrfour is under no obligation to continue operating the Housing Component.
2. Reasonable cause shall be determined in the County's discretion and may include:
 - a. Ineffective or improper use of any funds provided hereunder by Carrfour;
 - b. Failure by Carrfour to materially comply with any terms, conditions, representations or warranties contained herein;
 - c. Failure by Carrfour to submit any documents required herein; or
 - d. Carrfour's submittal of incorrect or incomplete documents.

B. Termination

1. *Termination at Will* – This Agreement, in whole or in part, may be terminated by the County upon no less than fifteen (15) working days' notice when the County determines that it would be in the best interest of the County and/or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Carrfour will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the County to terminate the Agreement. However, it is up to the discretion of the County to make the final determination as to what is in its best interest. All eligible expenses incurred prior to the notice date will be reimbursed by the County. If County suspends funding, Carrfour is under no obligation to continue operating the Housing Component.
2. *Termination for Convenience* - The County or Carrfour may terminate this Agreement, in whole or part, when either party gives the other notice that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. However, if the County determines in the case of partial termination that the reduced or modified terms of the Agreement will not accomplish the purposes for which the Agreement was made it may terminate the Agreement in its entirety.. Carrfour agrees to continue to operate the Verde Gardens Housing Component

for four (4) months from the date of the Notice of Termination and the County agrees to continue reimbursing Carrfour during this period.

3. *Termination because of a Lack of Funds* - In the event any County Funds become unavailable, the County may terminate this Agreement, or the Carrfour may terminate this Agreement upon no less than four (4) months notice, in writing to the other party ("Notice of Termination"). Said Notice of Termination shall be sent by certified mail, return receipt requested, or in person with proof of delivery.

Upon Notice of Termination by either party, Carrfour agrees to continue to operate the Verde Gardens Housing Component for four (4) from the date of the Notice of Termination. The County agrees to continue reimbursing Carrfour during this period

4. *Termination for Breach* – The County may terminate this Agreement, in whole, or in part, when the County determines in its sole and absolute discretion that Carrfour is not making sufficient progress in its performance of this Agreement as outlined in the Scope of Services, or is not materially complying with any term or provision provided herein, including the following:
 - a. Carrfour ineffectively or improperly uses County funds allocated herein;
 - b. Carrfour does not furnish the Certificates of Insurance required by this contract or as determined by the County's Risk Management Division;
 - c. Carrfour does not furnish proof of licensure/certification or proof of background screening required herein;
 - d. Carrfour fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
 - e. Carrfour does not submit or submits incomplete or incorrect required reports;
 - f. Carrfour refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, or review Carrfour's program;
 - g. Carrfour fails to provide Domestic Violence Leave to its employees pursuant to local law;
 - h. Carrfour falsifies or violates the provisions of the Drug Free Workplace Affidavit;
 - i. Carrfour attempts to meet its obligations under this contract through fraud, misrepresentation, or material misstatement;
 - j. Carrfour fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time;
 - k. Carrfour fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities;
 - l. Carrfour fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; or
 - m. Carrfour fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations herein.

Carrfour shall be given written notice of the claimed breach and 10 business days to cure same. Unless Carrfour's breach is waived by the County in writing, or unless Carrfour shall have failed after receiving written notice of the claimed breach by the County to take steps to cure the breach within 10 business days after receipt of breach, the County may, by written notice to the Carrfour, terminate this Agreement upon no less than

twenty-four (24) hours notice. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery to Carrfour.

5. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement. The provisions contained herein do not limit the County's right to legal or equitable remedies or any other provision for termination under this contract. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be disbarred from County contracting for up to five (5) years.
6. This Agreement shall automatically terminate without any provision of notice, in event:
 - a. Carrfour voluntary or involuntary assigns the Lease Agreement without prior written approval of the County and the United States of America as required, except as expressly permitted by the Agreement;
 - b. the United States of America exercises its Right of Reentry pursuant to the Quitclaim Deed, requiring title to the Demised Premises to revert back to the United States of America; or
 - c. the Lease Agreement is terminated for any reason.
7. The Carrfour will be reimbursed for expenses incurred prior to Notice of Termination and during the time period after Notice of Termination, which shall not exceed (6) six months from the date of Notice of Termination under Article IX, and during the time period after such notice of termination, in accordance with County-approved budgets for Housing Component Operating Gap Funds and Housing Component Capital Improvement Funds under the terms of Article V, Funds and Financial Management.

X. REVERSION OF ASSETS

A. Term of Commitment

The term of commitment for this project is fully described herein and is bound to the terms and obligations of the Lease Agreement, as approved by the Board of County Commissioners (Resolution 1238-08).

B. Title to Improvements

The title to all improvements shall be vested with the County.

C. Revocation of License or Permit.

Notwithstanding any provision of this Agreement to the contrary, revocation of any necessary license, permit, or approval by a governmental authority may result in immediate termination of this Agreement upon no less than twenty-four (24) hours' notice. Said notice shall be certified by mail, return receipt requested or delivered in person with proof of delivery to the Carrfour. Carrfour shall have ten (10) days to cure any deficiency as described in this section.

XI. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards, Cost Principles, and Regulations

1. Carrfour shall comply with Federal accounting standards and cost principles according to OMB Circular A-122.
2. Carrfour shall comply with applicable provisions of applicable Federal, State, and County laws, regulations, and rules such as OMB Circular A-10, OMB Circular A-21, and OMB Circular A-133 and with the Energy Policy and Conservation Act (Public Law 94-163) which requires mandatory standards and policies relating to energy efficiency. If any provision of this contract conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this contract, as modified, shall continue and all provisions of this contract shall remain in full force and effect.
3. If the amount payable to Carrfour pursuant to the terms of this contract is in excess of \$100,000, Carrfour shall comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 (h)), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 5080f the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); Executive Order 11738; and Environmental Review Procedures and Regulations (24 CFR Part 58 and 24 CFR Part 583.230).

B. Retention of Records

1. Carrfour shall retain records pertinent to expenditures and all Records for a period of at least three (3) years (the "Retention Period.") For all non-County assisted activities the Retention Period shall begin upon the expiration or termination of this Agreement.
2. If the County or Carrfour has received or been given notice of any kind indicating any threatened litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the County, fully, completely and finally resolved.
3. Carrfour shall allow the County or any persons authorized by the County full access to and the right to examine any Records during the required Retention Period.
4. Carrfour shall notify the County in writing both during the pendency of this Agreement and after its expiration as part of the final close-out procedure, of the address where all the Records will be retained.
5. Carrfour shall obtain the prior written approval of the County for the disposal of any Records before disposing of such Records within one (1) year after expiration of the Retention Period.

C. Additional Requirements

Carrfour must comply with the following additional requirements:

1. *Client Rules and Regulations* – Carrfour shall submit a copy of the Client Rules and Regulations that apply to clients referred to Carrfour pursuant to this Agreement; due within thirty (30) days following the execution of this Agreement, and any modifications or amendments thereto shall be submitted within fifteen (15) days of such changes to the Client Rules and Regulations.
2. *Personnel Policies and Administrative Procedure Manuals* -Carrfour shall submit detailed documents describing Carrfour's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures, etc. The information shall be available to the County upon request.
3. *Monitoring* -Carrfour shall permit the County and any other persons authorized by the County to monitor, according to applicable regulations, all Records, facilities, goods and activities of Carrfour which are in any way connected to the activities undertaken pursuant to the terms of this Agreement; and/or to interview any clients, employees, subcontractors, or assignees of Carrfour. The County shall monitor both fiscal and programmatic compliance with all terms and conditions of this Agreement to include a review of beneficiaries, supportive services, operating costs, program progress, documentation for required match, record keeping, compliance with circulars, administrative costs, technical assistance visits, and environmental review. Carrfour shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings may be delivered to Carrfour, and if so delivered, Carrfour shall rectify all deficiencies cited within the period of time specified in the report.
4. *Restrictions of Funds Use* - Carrfour shall notify the County of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by the County within thirty (30) days of Carrfour's notification by the funding source. The County shall approve the receipt of these funds in writing, such approval shall not be unreasonably withheld.
5. *Related Parties* - Carrfour shall report to the County the name, purpose, and any other relevant information in connection with any transaction conducted between Carrfour and a related party. A related party includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, and organization with overlapping boards of directors or any organization for which Carrfour is responsible for appointing members. Carrfour shall report this information to the County upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the County required Agency Narrative and Progress Report which are addressed in VI-B.
6. *Required Meeting Attendance* - From time to time, the Miami-Dade County Homeless Trust may schedule meetings and/or training sessions to assist Carrfour in the performance of its contractual obligations or to inform Carrfour of new and/or revised policies and procedures. **Attendance at some of these meetings may be mandatory.** Carrfour shall receive notice no less than three (3) business days prior to any meeting or training session that requires mandatory participation. A record of attendance at meetings or training sessions where notice was given indicating Carrfour's mandatory

participation shall be kept, and Carrfour's contractual compliance will be monitored. Failure to attend a meeting/training session for which a mandatory notice has been provided can result in material non-compliance of the contract/agreement, up to and including breach or default. Proof of notice shall consist of fax record, e-mail, certified mail, and/or verbal communication with the contract/agreement contact person or other program administrative staff. Carrfour may select one or more employees from their agency, directly involved in the contracted program, as their representative at the meeting/training session; the participation of the Agreement contact person is preferred, Carrfour may request to be excused from a mandatory meeting. That request must be received at least twenty-four (24) hours prior to the meeting date and time, and justification provided, including why the agency could not send any representative. The Miami-Dade County Homeless Trust shall determine whether or not the absence will be excused; Carrfour shall not be excused from more than two (2) meetings/training sessions during each contract year. The Sub-recipient is encouraged to attend all meetings of the Miami-Dade County Homeless Trust and/or its Committees, as information relevant to their program or services may be discussed.

7. *Publicity and Advertisements* - All publicity materials and signage will include appropriate logos and information to signify that the Verde Gardens Housing Component is the project of Carrfour and County. Such material must be pre-approved by the County. Carrfour shall ensure that all publicity and advertisements prepared and released by Carrfour, such as pamphlets and news releases already or indirectly related to activities funded pursuant to this Agreement, and all events carried out to publicize the accomplishments of any activity funded pursuant to this Agreement, recognize the County as its funding source. Carrfour shall ensure that all media representatives, when inquiring about the activities funded pursuant to this Agreement, are informed that the County is the funding source.
8. *Procurement* - Carrfour shall make a positive effort to procure supplies, equipment, construction or services necessary or related to carrying out the terms of this Agreement from minority and women's businesses, and to provide these sources maximum feasible opportunity to compete for subcontracts to be performed pursuant to this Agreement.
9. *Property* -
 - a. "Real Property" for purposes of this agreement is defined as land improvements, structures, fixtures and appurtenances thereto, movable machinery and equipment, vehicles, furniture, and office equipment. Any Real Property found on the Demised Property at execution of Agreement and any Real Property thereafter, whether at the expense of County or Carrfour, shall remain with the land as property of County at termination of this Agreement.
 - b. All Real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to Carrfour after being purchased in whole or in part with funds from the County shall be listed in the property records of Carrfour and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from Carrfour, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. A copy of the purchase receipt for any

asset purchased with County funds must also be included in Carrfour's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased.

- c. All Real Property shall be inventoried annually by Carrfour and an inventory report ("Inventory Report") shall be submitted to the Homeless Trust by September 30th of each calendar year. Each inventoried item shall also include the item's condition as of the date of inventory. This report shall include the elements listed in Paragraph 9.b above.
10. *Management Evaluation and Performance Review* -The County may conduct a formal management evaluation and performance review of Carrfour during and following the expiration of this Agreement. The management evaluation will reflect Carrfour's compliance with generally accepted fiscal and organizational standards and practices. The performance review will reflect the quality of service provided and the value received using monitoring data such as progress reports, site visits, and client surveys.
11. *Subcontracts and Assignments:*
- a. Carrfour shall ensure all subcontracts and assignments:
 - i. Identify the full, correct and legal name of the party;
 - ii. Describe the activities to be performed;
 - iii. Present a complete and accurate breakdown of its price component;
 - iv. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement with any conditions of approval that the County deems necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service as set forth in this Agreement. The County shall in its
 - v. sole and absolute discretion determine when services are eligible substantive programmatic services subject to the audit and record-keeping requirements described above; and
 - b. In accordance with Ordinance No. 97-104, all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall include, as part of their bid or proposal submission, a listing of Carrfour's Disclosure of Subcontractors and Suppliers (**Attachment G, No. 16, Page 10**) which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all contract work direct to the bidder or respondent and describes the materials to be so supplied. Failure to include such listing with the bid or proposal shall render the bid or proposal non-responsive.
 - c. Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.

- d. Subcontractor/Supplier Listing (**Attachment G, No. 16, Page 10**) may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County.
 - e. Carrfour shall incorporate in all consultant subcontracts this additional provision:
Carrfour is not responsible for any insurance or other fringe benefits for the consultant or its employees, e.g., social security, income tax withholdings, retirement or leave benefits. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.
 - f. Carrfour shall be responsible for monitoring the contractual performance of all subcontracts.
 - g. Carrfour shall receive written documentation prior to entering into any subcontract which contemplates performance of substantive programmatic activities, as such is determined as provided herein. The County's approval shall be obtained prior to the release of any funds to the subcontractor.
 - h. Carrfour shall receive written approval from the County prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.
 - i. Approval by the County of any subcontract or assignment shall not under any circumstances be deemed to provide for the incurring of any obligation by the County in excess of the total dollar amount agreed upon in this Agreement.
12. *The County's Consultant* - The County understands that in order to facilitate the implementation of this Agreement, the County may from time to time designate a consultant to work with Carrfour. The County's consultant shall be considered the County's designee with respect to all portions of this Agreement with the exception of those provisions relating to payment of Carrfour for capital improvements and/or services rendered. The County shall provide written notification to Carrfour of the name, address, and employees of the County's consultant.
13. *Miami-Dade County Inspector General Review* - According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one-quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

14. *Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County* – The Carrfour desiring to transact business or enter a contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside Miami-Dade County or any County (collectively “locality”) to provide housing and/or services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Agreement, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon written request of Carrfour prior to entering into such contract, understanding or arrangement, the Miami-Dade County Homeless Trust may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that the proposed contract, understanding or arrangement should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

XII. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

XIII. ADDITIONAL TERMS

A. Renegotiation or Modification

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party.
2. Carrfour may not make any significant changes to an approved program without prior County approval.
3. The parties agree to renegotiate this contract if the County determines, in its sole and absolute discretion, that Federal state, and/or County revisions of any applicable law or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary. The County shall be the final authority in determining whether or not funds for this Agreement are available due to Federal, state and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations.
4. Notwithstanding the foregoing, the County retains all the rights of suspension or termination set forth in Section IX of this Agreement.

B. Right to Waive

The County may, for good and sufficient cause, as determined by the County in its sole and absolute discretion, waive provisions in this Agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from Carrfour shall be in writing. Any waiver shall not be construed to be a modification of this Agreement.

C. Disputes

In the event an unresolved dispute exists between Carrfour and the County, the County shall refer the questions, including the views of all the interested parties and the recommendation of the County, to the County Manager for determination. The County Manager, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise the County and Carrfour, or in the event additional time is necessary, the County will notify Carrfour within the thirty (30) day period that additional time is necessary. Carrfour agrees that the County Manager's determination shall be final and binding on all parties.

D. Headings

The article and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

E. Proceedings

This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising between the parties in any manner pertaining or relating to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

F. Notice and Contact

The County's representative for this Agreement is: *Victoria Mallette, Executive Director, Miami-Dade County Homeless Trust, 111 NW 1st Street, 27th Floor, Miami, Florida 33128.*

Carrfour's representative for this Agreement is *Stephanie Berman, President and CEO.*
Carrfour's principal office is located at *1398 SW 1st Street, #1201, Miami, Florida 33135.*

In the event that different representatives are designated by either party after this Agreement is executed, or Carrfour changes the address of the principal office, Carrfour must notify the County prior to such relocation and obtain all necessary approvals. Notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to the originals of this Agreement.

G. Name and Address of Payee

When payment is made to Carrfour's assignee, the name and address of the official payee is Carrfour Supportive Housing, Inc.

H. All Terms and Conditions Included

This Agreement and its attachments as referenced contain all the terms and conditions agreed upon by the parties.

I. Autonomy

Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. The parties acknowledge that the relationship of County and Carrfour is that of independent contractors and that nothing contained in this Agreement shall be construed to place County and Carrfour in the relationship of principal and agent, employer and employee, master and servant, partners or joint ventures. Neither party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreement in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

J. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

K. Waiver of Trial

Neither Carrfour, subcontractor nor any other person liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor heir or personal representative of Carrfour, subcontractor or any such other persons or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or other litigation procedure based upon or arising out of this Agreement, or the dealings or the relationship between or among such persons or entities, or any of them. Neither Carrfour, subcontractor nor any such person or entity shall seek to consolidate any such action in which a jury trial has been waived. The provisions of this paragraph have been fully discussed by the parties hereto, and the provision hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have caused this **twenty-four (24)** page Verde Gardens Housing Services Agreement to be executed by their respective and duly authorized officers the day and year first above written.

CARRFOUR SUPPORTIVE HOUSING, INC.:

Signature: _____

Stephanie Berman, President/CEO

Signature: _____

Name: _____

Title: _____

ATTEST:

(SEAL)

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

HARVEY RUVIN, CLERK

BY: _____

DEPUTY CLERK

11/15/18



Carlos Gimenez
County Mayor (DATE) 11/9/2018
DEPUTY MAYOR
MIAMI-DADE CTY. FL

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the 29th day of January, 2009 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD", and CARRFOUR SUPPORTIVE HOUSING, Inc. a Florida not-for-profit corporation, hereinafter called the "TENANT".

RECITALS

1. The LANDLORD owns and has under its jurisdiction an 84.16-acre tract of real property located on the former Homestead Air Force Base (the "South Miami-Dade Homeless Housing Land"). Pursuant to federal laws including the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. §11411, as amended) and regulations promulgated pursuant thereto at 45 C.F.R. part 12a (entitled "Disposal and Utilization of Surplus Real Property to Assist the Homeless"), the South Miami-Dade Homeless Housing Land was conveyed to Miami-Dade County by the United States of America, acting through the Secretary of Health and Human Services ("HHS") by Quitclaim deed dated June 28, 1996 and recorded July 25, 1996 in the Official Records of Dade County at ORB 17287, pages 4962-4981 (the "Quitclaim Deed").
2. On the date of the Quitclaim Deed, the South Miami-Dade Homeless Housing Land was vacant, unimproved land without water and sewer and other essential infrastructure.
3. In order to obtain transfer of the South Miami-Dade Homeless Housing Land to LANDLORD, the LANDLORD submitted a program and plan for the delivery of housing and services to homeless persons to HHS, which HHS approved and incorporated into the Quitclaim Deed. Central to this approved program and plan as proposed by the LANDLORD in the May 2, 1994 application for use of Underutilized Real Property and the May 19, 1995 Modified Application for Leasing of Properties (as modified from time to time, hereafter referred to as the "Approved Program and Plan") is the provision of temporary and transitional housing and support services such as, but not limited to, needs assessments, medical assessment, counseling, benefits advocacy, education, job readiness and vocational training, drug and alcohol education and treatment, literacy training, family support and preservation services. The LANDLORD was approved by HHS to site, construct and operate temporary housing and support services on the South Miami-Dade Homeless Housing Land under the Approved Program and Plan. Since the time of conveyance, the Miami-Dade County Homeless Trust developed both temporary and transitional housing on approximately thirty-two (32) acres of property currently under lease to the Community Partnership for Homeless ("CPH") and Camillus House.
4. In May, 2008, at the request of the Miami-Dade County Homeless Trust, HHS granted the County permission to develop the remaining property as permanent

supportive housing for homeless families, a produce nursery, and a farmer's market/retail complex to benefit homeless individuals.

5. The Quitclaim Deed, referenced in paragraphs 1-5, pages 3 and 4, contains, among other provisions, a condition subsequent which requires that for a period of thirty (30) years the South Miami-Dade Homeless Housing Land be used only for purposes in accordance with the Approved Program and Plan. In the event of a breach of any of the said conditions subsequent, HHS may, at its option, have an immediate right of reentry on the subject property and cause a reversion of right, title, and interest to the United States.
6. The Quitclaim Deed, as required by 45 C.F.R. Section 12.9(d), further provides that the LANDLORD may secure abrogation of the conditions subsequent set forth in paragraphs 1-5, pages 3 and 4, for all or any portion of the South Miami-Dade Homeless Housing Land by: (a) obtaining the consent of the United States, and (b) paying to the United States an amount which represents 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of any such abrogation, exclusive of the value of that portion of the South Miami-Dade Homeless Housing Land to be released, for each month of the thirty (30) year period to be abrogated.
7. On May 6, 2008, pursuant to Resolution No. 525-08, the Board of County Commissioners ("BCC") approved the issuance of a Request for Applications ("RFA") to enter into contracts and/or agreements with a development partner for approximately fifty-two (52) acres of undeveloped land at the former Homestead Airbase. The Resolution also stated that a lease would be developed with the entity selected to develop the property and subsequently submitted to the BCC for their review and approval.
8. As a result of a RFA, Carrfour Supportive Housing was selected as the development partner for this site and thereby becomes the TENANT under this agreement. In connection therewith, LANDLORD and TENANT have or will enter into a certain Agreement for Services, as may be modified from time to time (collectively, the "Services Agreement").
9. The LANDLORD, through independent contractors, intends to develop the South Miami-Dade Homeless Housing Land to provide 145 units of permanent supportive housing, a nursery and Farmer's Market / retail complex and services for homeless persons.
10. The LANDLORD is desirous of leasing a portion of the South Miami-Dade Homeless Housing Land (hereinafter referred to as the "Demised Premises" and is more particularly described herein) to the TENANT in order to facilitate the provision of the aforementioned services, which are consistent with the allowable uses of such land pursuant to the quit Claim Deed.

11. LANDLORD and TENANT desire to enter into this Lease Agreement to permit TENANT to site, construct, and thereafter operate 145 units of permanent supportive housing for homeless families, a nursery and Farmer's Market/retail complex and services for homeless persons to be located on the Demised Premises, subject to and as specifically stated in the terms and conditions as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration and an annual payment of One Dollar (\$1.00) by the TENANT to the LANDLORD, the receipt and sufficiency of which and hereby acknowledged, the parties hereto agree as follows:

THIS AGREEMENT made on the _____ day of _____, 200_, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("LANDLORD"), and CARRFOUR SUPPORTIVE HOUSING, INC. ("TENANT")

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the premises described as follows:

See Exhibit A, which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said TENANT for a term of thirty (30) years, commencing on the date that all parties execute the HHS-approved Lease, for a total rental of One Dollar and 00/100 (\$1.00), payable in annual installments.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
RECITALS

The above recitals are true and do hereby constitute a part of this Lease Agreement.

ARTICLE II
PREMISES TO BE LEASED

The LANDLORD for and in consideration of the restriction and covenants herein contained, hereby leases to the TENANT, and the TENANT hereby agrees to lease from the LANDLORD, the portion of the South Miami-Dade Homeless Housing Land described as follows (the "Demised Premises"):

See Exhibit A, which is attached hereto and incorporated herein by reference.

This area of the Demised Premises shall be developed by TENANT to provide 145 units of permanent supportive housing, a nursery and Farmer's Market / retail complex and services for homeless persons.

ARTICLE III

TERM OF LEASE AGREEMENT

The term of this Lease Agreement shall be for a period of thirty (30) years, commencing on the date of execution of this HHS-approved Agreement (the "Commencement Date"). Rent shall be one dollar (\$1.00) per year.

ARTICLE IV

CONDITION AND USE OF DEMISED PREMISES

TENANT shall be obligated to undertake certain environmental remediation actions with respect to the Demised Premises as more fully set forth in the Services Agreement.

TENANT shall have the full control, custody, right and used of the Demised Premises at all times. It is understood by TENANT that it is to use the Demised Premises for the express purpose of providing permanent supportive housing and various services consistent with the provisions of the Quitclaim Deed for the benefit of homeless persons. For purposes of the Lease Agreement the term "Homeless" shall be defined as such term is defined in 45 C.F.R. Sec. 12a(1). Upon failure of the TENANT to use the Demised Premises in accordance with the approved uses as provided in this Lease Agreement and in the Quitclaim Deed, LANDLORD may terminate this Lease Agreement in accordance with Article XX of this Agreement. Upon termination, any improvements and all assets and property incorporated into such improvements other than personalty which is not permanently affixed to the Demised Premises will become the property of the LANDLORD.

ARTICLE V

ACKNOWLEDGMENT OF DEED RESTRICTIONS

The TENANT acknowledges that the Demised Premises were conveyed to the LANDLORD by the Quitclaim Deed, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, pursuant to the Federal Property and Administrative Services Act of 1949 (41 U.S.C. §251, *et seq.*, as amended), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11411, as amended), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12a. (referred to as the "Act" and the McKinney Act, respectively). TENANT and LANDLORD each covenant and agree not to take, cause to be taken, or omit to take, any action that could cause the United States of America to exercise its option to reenter the Demised Premises pursuant to its authority under the Quitclaim Deed, the Act, or the McKinney Act, and cause all right, title and interest therein to revert to the United States of America. This Agreement is expressly subject to all rights of the United States

of America under the Quitclaim Deed, and is expressly subject to the terms of the Quitclaim Deed, the Act, and the McKinney Act

ARTICLE VI **UTILITIES**

Responsibility for the installation or costs of any utilities of the Demised Premises shall be delineated by the terms of the Services Agreement.

ARTICLE VII **MAINTENANCE**

Responsibility for the costs of any maintenance of the Demised Premises shall be delineated by the terms of the Services Agreement.

ARTICLE VIII **IMPROVEMENTS BY TENANT**

The TENANT may, at its sole discretion, construct improvements on the Demised Premises, subject to the prior written approval of the LANDLORD; said approval shall not be unreasonably withheld. Responsibility for the cost and expense of such improvements shall be determined pursuant to the terms of the Services Agreement.

ARTICLE IX **CONSTRUCTION RELATED LIENS**

All persons, firms or corporations dealing with the TENANT, if any, in respect to the furnishing of any labor, services or materials for any improvements, are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said land or improvements, but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements. The TENANT shall include language to the effect of the foregoing sentence in all its agreement, if any.

Should TENANT undertake improvements to the Demised Premises as permitted by this Lease Agreement, the TENANT agrees that it will not permit any mechanic, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to the TENANT for the Demised Premises. Notwithstanding the above, the TENANT shall have the right to contest the validity thereof. The TENANT shall immediately pay any and all judgment decrees rendered against the TENANT, following the conclusion of such legal processes, with all proper costs and charges, and shall cause any such liens to be released of record without cost to the LANDLORD.

ARTICLE X **TITLE TO IMPROVEMENTS**

Title to all improvements to the Demised Premises and all assets and property incorporated into such improvements shall be vested in the LANDLORD. This Section applies during the term of the Lease Agreement and upon expiration, termination, or cancellation of this Lease Agreement. The LANDLORD shall have no liability or obligation to the TENANT's contractors, subcontractors, and materialmen performing work on or supplying materials for construction of any improvements. The TENANT warrants that no mortgage, liens, or other encumbrances whatsoever will be placed against the Demised Premises and any improvements thereon by TENANT, unless expressly agreed to in writing by the LANDLORD and the United States of America.

ARTICLE XI **DESTRUCTION OF PREMISES**

In the event improvements on the Demised Premises should be destroyed or damaged by fire, windstorm or other casualty to the extent that the improvements are rendered untenable or unfit for the purpose of TENANT, TENANT shall provide LANDLORD with written notification within ninety (90) days following such destruction or damage. The extent or repair and whether to repair the improvements will be determined pursuant to the terms of the Services Agreement.

ARTICLE XII **ASSIGNMENT**

The TENANT shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement, without prior written approval of the LANDLORD and, if required by the Quit-Claim Deed, the written approval of the United States of America.

ARTICLE XIII **INSURANCE**

Insurance required by the LANDLORD to be maintained by the TENANT shall be governed by the terms of the Services Agreement.

ARTICLE XIV **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved onto the Demised Premises by TENANT shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to the TENANT for any damage to said personal property unless caused by or due to the negligence of the LANDLORD, the LANDLORD's agents, or the LANDLORD's employees, subject to all limitations of section 768.28, Florida Statutes.

ARTICLE XV **LANDLORD'S RIGHT OF ENTRY**

The LANDLORD, or any of its agents, shall have the right to enter onto the Demised Premises and all improvements thereon during all reasonable working hours, to examine the same or to make such additions, inspections, or alterations as deemed necessary. Such periodic inspections may also aid in determining whether the TENANT is operating the Demised Premises and improvements thereon in compliance with the terms and provisions of this Lease Agreement. Additionally, in the event of emergency, as determined at the discretion of the LANDLORD, the LANDLORD shall have the right to enter the Demised Premises and improvements thereon at any time.

ARTICLE XVI **TENANT'S RIGHT OF ACCESS**

LANDLORD agrees and hereby grants to TENANT, for the term of this Lease Agreement, a right of access and a license and privilege to enter upon and use, for the purpose of ingress and egress, adjacent roadways, pursuant to the LANDLORD's authority under the Quit-Claim Deed. This right of access to said roadways for the purpose of ingress and egress shall terminate upon any dedication and acceptance of the roadways by a public entity, and thereafter TENANT shall have such rights as are granted to the public.

ARTICLE XVII **PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Lease Agreement, the LANDLORD agrees that the TENANT shall and may peaceably have, hold and enjoy the above described Demised Premises, without hindrance or interruption of the LANDLORD.

ARTICLE XVIII **INDEMNIFICATION AND HOLD HARMLESS**

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, with the exception of those caused by the act or negligence, in whole or in part, of LANDLORD or its employees. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the

negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Section 768.28, Florida Statutes.

ARTICLE XIX **SUCCESSORS INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case expressly named.

ARTICLE XX **TERMINATION**

This Agreement will automatically terminate without any provision of notice, in the event:

- A. Except as expressly permitted by the Agreement, the TENANT voluntary or involuntary assigns this Lease Agreement without prior written approval of the LANDLORD and the United States of America as required; or
- B. The United States of America exercises its Right of Reentry pursuant to the Quit-Claim Deed, requiring title to the Demised Premises to revert back to the United States of America; or
- C. Termination of the Services Agreement.

The LANDLORD shall have the right to terminate this Lease Agreement after a thirty (30) day prior written notice is sent by registered or certified mail to the TENANT of the occurrence of any one or more of the following, unless the same shall have been corrected within such period (or if same cannot be corrected within such period, TENANT has failed to commence such corrective action and to thereafter diligently prosecute same to completion in accordance with a scheduled approved by the LANDLORD), except as otherwise provided for in this Lease Agreement:

- A. In the event the TENANT shall abandon or vacate the Demised Premises before the end of the term of this Lease Agreement, or discontinue operations hereunder or under the Services Agreement for a period of thirty (30) consecutive days or more; or
- B. In the event that the Demised Premises are used by the TENANT for any purpose other than as permitted by this Lease Agreement; or

- C. In the event that improvements on the Demised Premises are destroyed or damaged and the LANDLORD and TENANT elect not to repair or rebuild improvements on the Demised Premise as provided in Article XI above; or
- D. In the event that the TENANT fails to perform any covenant of this Lease Agreement or the Services Agreement; or
- E. In the event that the TENANT fails to perform any covenant of any agreement or contract between the LANDLORD and TENANT, including, but not limited to, the Services Agreement or non-performance of any covenant of this Lease; or
- F. In the event that the TENANT fails to secure and maintain all necessary governmental approval, including but not limited to: obtaining and maintaining requisite zoning approvals, permits, licenses, as specified by Article XXIII herein.

Notwithstanding any provision to the contrary herein, in the event the TENANT violates this Lease Agreement and/or the Services Agreement and such a violation results in a defect in the Demised Premises that poses a substantial risk of injury to persons or damage to property, the LANDLORD may terminate this Lease Agreement upon the provision of written notice to the TENANT under the procedures provided in the Services Agreement.

This Lease Agreement shall be subject to termination by the TENANT in the event of a non-performance by the LANDLORD of any covenant or agreement herein or in any other agreement or contract between LANDLORD and TENANT required to be performed by the LANDLORD and the failure of the LANDLORD to remedy same within a reasonable period of time, but in no event less than thirty (30) days, following receipt of written notice from the TENANT of such default.

ARTICLE XXI

UNITED STATES' ASSERTION OF RIGHT OF REENTRY AND REVERTER

In the event that the United States asserts its right of reentry pursuant to the Quit-Claim Deed to cause all right, title, and interest in all or a portion of the South Miami-Dade Homeless Housing Land to revert to the United States, then the following shall occur:

1. The LANDLORD shall provide the TENANT with written notice within three (3) business days of such assertion by the United States by providing to the TENANT copies of all notices and all other communications from the United States;
2. The LANDLORD and the TENANT, separately or jointly, shall take all immediate, necessary and appropriate steps to identify the cause of and cure the breach(es) underlying the United States' assertion of its right of reentry and reverter;
3. If the United States' assertion of its rights of reentry and reverter is due to violation(s) of conditions subsequent numbered 1,2,3,4 and 5 of the Quitclaim Deed ("Conditions Subsequent"), then the LANDLORD may at its sole discretion seek abrogation of such

conditions by seeking and obtaining the consent of the United States. If the United States grants consent to abrogate, the abrogation payment shall be paid to the United States as follows:

- (i) in the event of a violation of the Condition Subsequent by the TENANT, then the TENANT shall promptly make the necessary abrogation payment; and
- (ii) in the event of a violation of the Conditions Subsequent by the LANDLORD, then the LANDLORD shall promptly make or cause to be made the necessary abrogation payment.

In the event that the party responsible to make the necessary abrogation payment as provided above refuses to or fails to make promptly such abrogation payment, then the non-responsible party may make such payment, and upon written demand, recover any amount paid from the party responsible for same as provided above plus prime interest from the date of demand until repaid.

ARTICLE XXII **NOTICES**

It is understood and agreed between the parties that written notice shall be addressed and sent by hand, certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows, or as may be changed from time to time:

LANDLORD:

Executive Director
The Miami-Dade County Homeless Trust
111 Northwest 1st Street, Suite 2710
Miami, Florida 33128

TENANT:

Executive Director
Carrfour Supportive Housing
2828 Coral Way, Suite 500
Miami, Florida 33145

This shall constitute sufficient notice to the TENANT and the LANDLORD pursuant to this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law. Notice shall be effective either upon receipt or five (5) days after mailing, whichever occurs first.

ARTICLE XXIII **PERMITS, REGULATIONS, AND LICENSING** **COMPLIANCE WITH LAWS**

The TENANT covenants and agrees that during the term of this Lease Agreement the TENANT will obtain, at its sole cost and expense, all permits and approvals from applicable governmental authorities necessary for the construction, use and operation of the Demised Premises, and that all uses of the Demised Premises will be in conformance with all applicable law, ordinances, and resolutions, if any. The Demised Premises is subject to various permits and approvals by the LANDLORD (Miami-Dade County) during construction undertaken on the Demised Premises, including but not necessarily limited to approvals by the Miami-Dade Water and Sewer Department and Miami-Dade County Department of Planning, Development, and Regulation. The Board of County Commissioners and/or properly authorized officials of Miami-Dade County retain the right to exercise their discretion to disapprove permits and approvals in connection with the facilities and such disapproval shall not constitute a breach of this Lease Agreement or any obligation of the LANDLORD. The TENANT shall have in place continuously and throughout the term of this Lease Agreement all required licensing by the State of Florida or federal departments or agencies of the United States for the specific use as set forth in the Lease Agreement. Failure of the TENANT to secure all necessary approvals and permits and to maintain at all time required licensing shall entitle the LANDLORD to place TENANT in default if same is not corrected within applicable grace periods.

ARTICLE XXIV **FEDERAL, STATE AND COUNTY LAWS,** **REGULATIONS AND REQUIREMENTS**

The TENANT agrees that during the term of this Lease Agreement, services to be provided on the Demised Premises shall only benefit those individuals who meet the definition of homeless contained in Section 12a.1 of the HHS Regulations, 45 C.F.R. Part 12a.

The TENANT shall comply with all applicable standards, orders, or regulations issues pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. §1857, et seq., as amended); the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq., as amended); Section 508 of the Clean Water Act (33 U.S.C. §1368); Environmental Protection Agency regulations (CFR Title 40); and Executive Order 11783.

ARTICLE XXV **BONDS**

Should the TENANT undertake improvements to the Demised Premises as provided for in Article VIII, the TENANT shall deliver within ten (10) days prior to the commencement of construction of any improvements, at its own cost and expense, a completion and payment bond with a surety meeting the qualifications acceptable to the General Services Administration's Risk Management Division of Miami-Dade County. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers, and materialmen.

ARTICLE XXVI **NON-DISCRIMINATION**

Affirmative Action Plan – The TENANT shall report to the LANDLORD information relative to the equality of employment opportunities whenever so requested by the LANDLORD.

Assurance of Compliance with Section 504 of the Rehabilitation Act – The TENANT shall report its compliance with Section 504 of the Rehabilitation Act, 29 U.S.C. §794, whenever requested by the LANDLORD.

Civil Rights – TENANT agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations where applicable; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §2000d, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the TENANT must submit an affidavit attesting that it is not in violation of the Acts. If the TENANT or any owner, subsidiary, or other firm affiliated with or related to the TENANT is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the TENANT and the TENANT will be considered to be in default under this Agreement.

ARTICLE XXVII **WRITTEN AGREEMENT**

The Lease Agreement may be modified substantively only by resolution approved by Board of Miami-Dade County Commissioners, approval of the TENANT and, if required, approval of the United States of America, Department of Health and Human Services. Non-substantive amendments to this Lease Agreement, as determined by the LANDLORD's Attorney, may be approved by the LANDLORD with the approval of the TENANT, and, if required, approval of the United States of America, Department of Health and Human Services. The Services Agreement, which may be amended upon mutual consent of the parties by the Mayor or Mayor's designee, shall be incorporated into, and be considered a part of, this Lease Agreement.

ARTICLE XXVIII **MISCELLANEOUS**

Governing Law. This Lease Agreement shall be construed and governed in accordance with the laws of the State of Florida.

Headings and Titles. The brief headings or titles preceding each provision are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of the Lease Agreement.

Severability. If any section, subsection, sentence, clause or provision of the Lease Agreement is held to be illegal or invalid, same shall be given its nearest legal meaning or be construed as deleted, and the remainder of this Lease Agreement shall not be affected thereby.

Effective Date. This Lease Agreement will be effective as provided in Article III, upon the approval hereof by the United States of America and proper execution by all parties hereto.

IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.



By:

[Signature]
Deputy Clerk

1/29/09
Date

LANDLORD:

MIAMI-DADE COUNTY

By:

[Signature]
Name: George M. Burgess

Title: County Manager

TENANT:

CARRFOUR SUPPORTIVE HOUSING, INC.
A Florida Not-for Profit Corporation

WITNESSES:

NAME:

Carlos L. Toledo
(PRINT)

NAME:

[Signature]
(SIGNATURE)

NAME:

Guadalupe Morales
(PRINT)

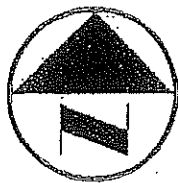
NAME:

[Signature]
(SIGNATURE)

By:

[Signature]
Name: Stephanie Herman

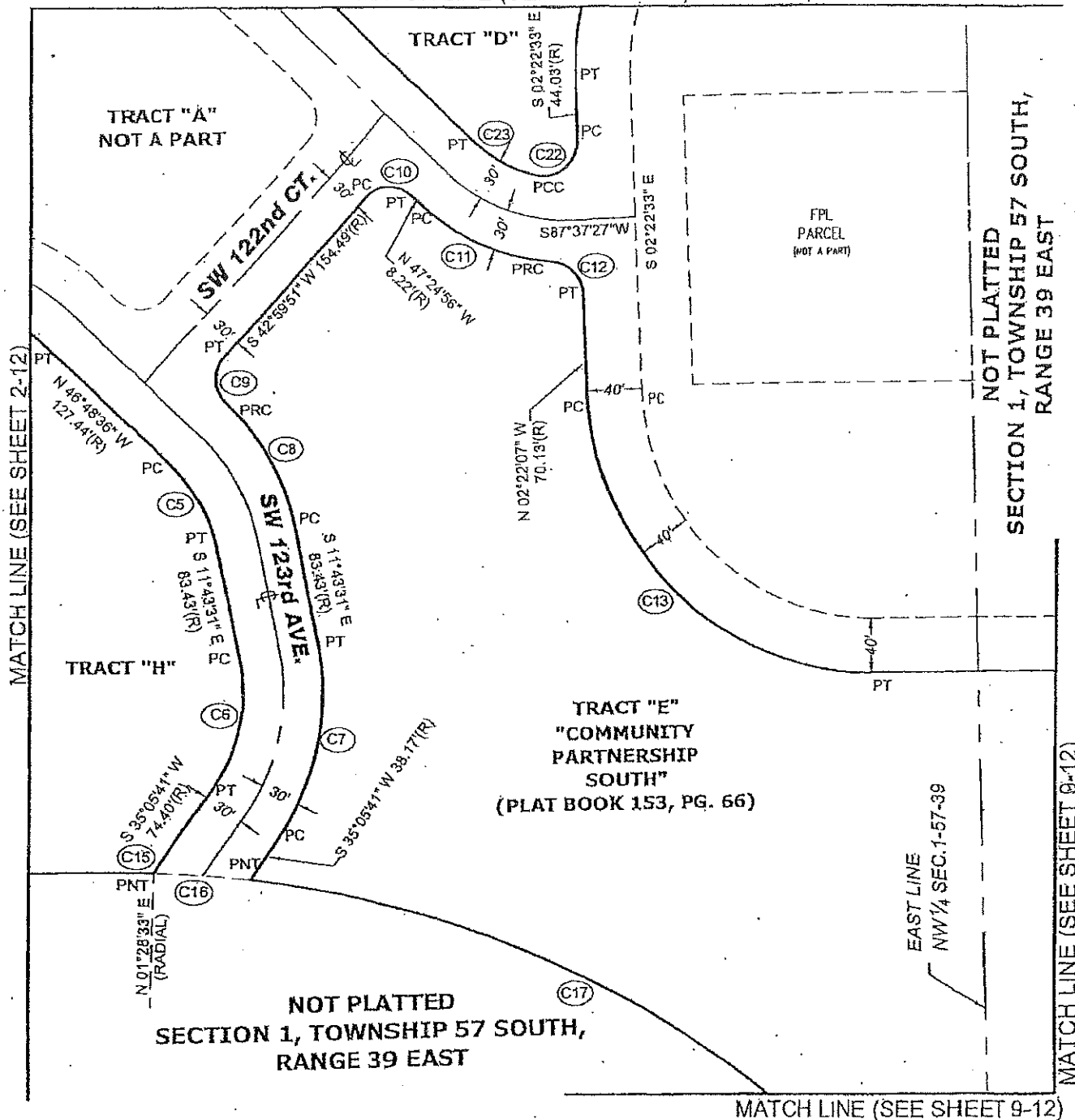
Title: President



0 50 100 200 300

GRAPHIC SCALE IN FEET

MATCH LINE (SEE SHEET 1-12)



15

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

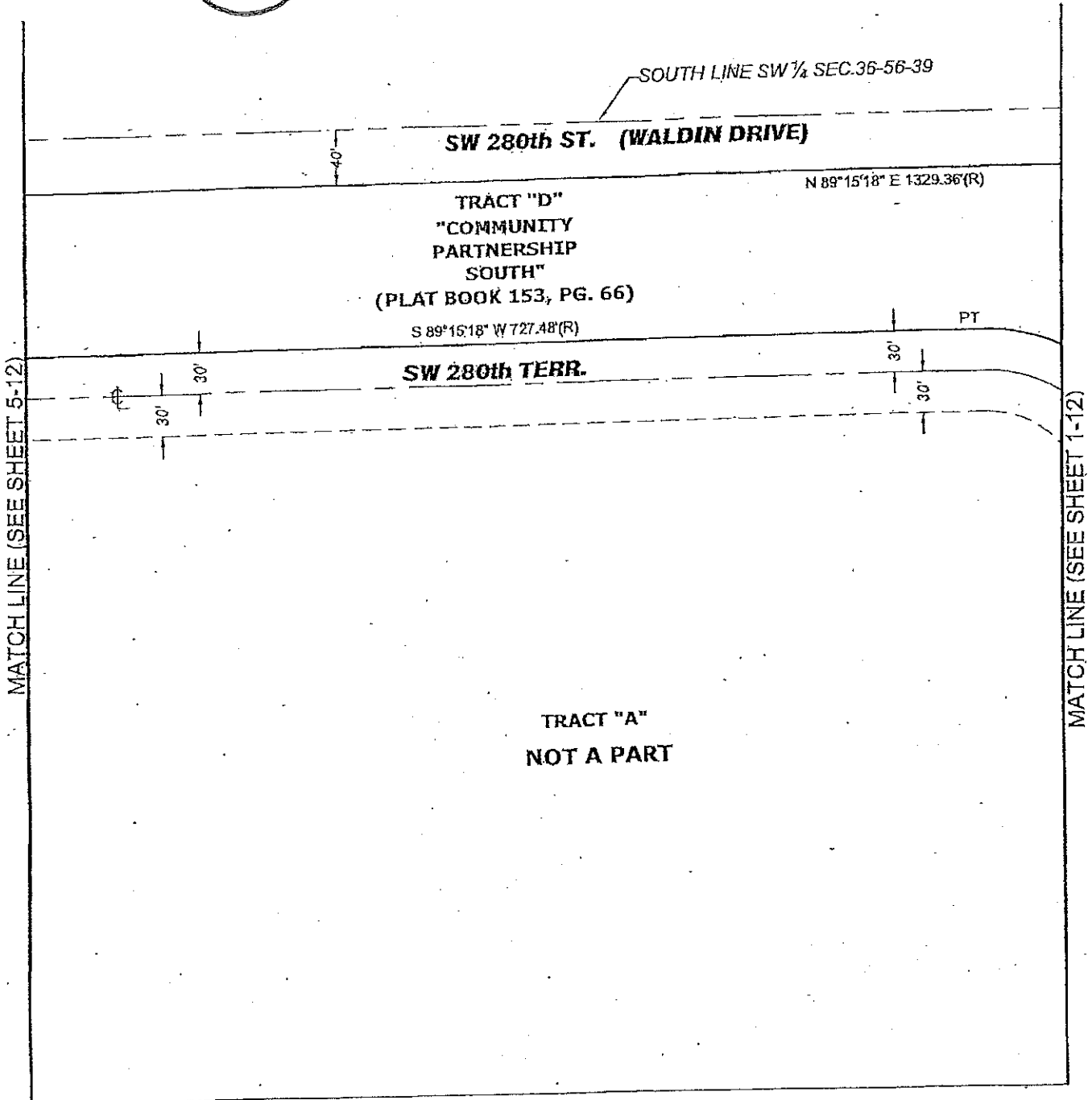
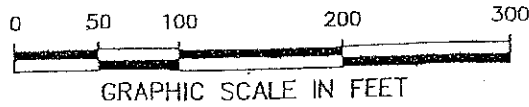
NOT A BOUNDARY SURVEY

PBS & S
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL: 11-03-08
REVISIONS:
1#
2#
3#
4#

JOB NO. 180005131 01011
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.
SHEET: 2 OF 12



MATCH LINE (SEE SHEET 4-12)

16

THIS INSTRUMENT CONTAINS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\10005121\10005121 HOMESTEAD AIR FORCE BASE\10005121 SKETCH TO ACCOMPANY LEGAL DESCRIPTION (PRINTED: 11/03/04 8:32 AM)



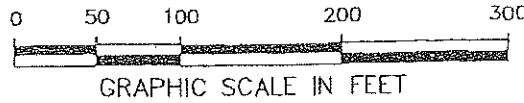
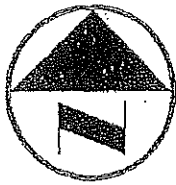
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

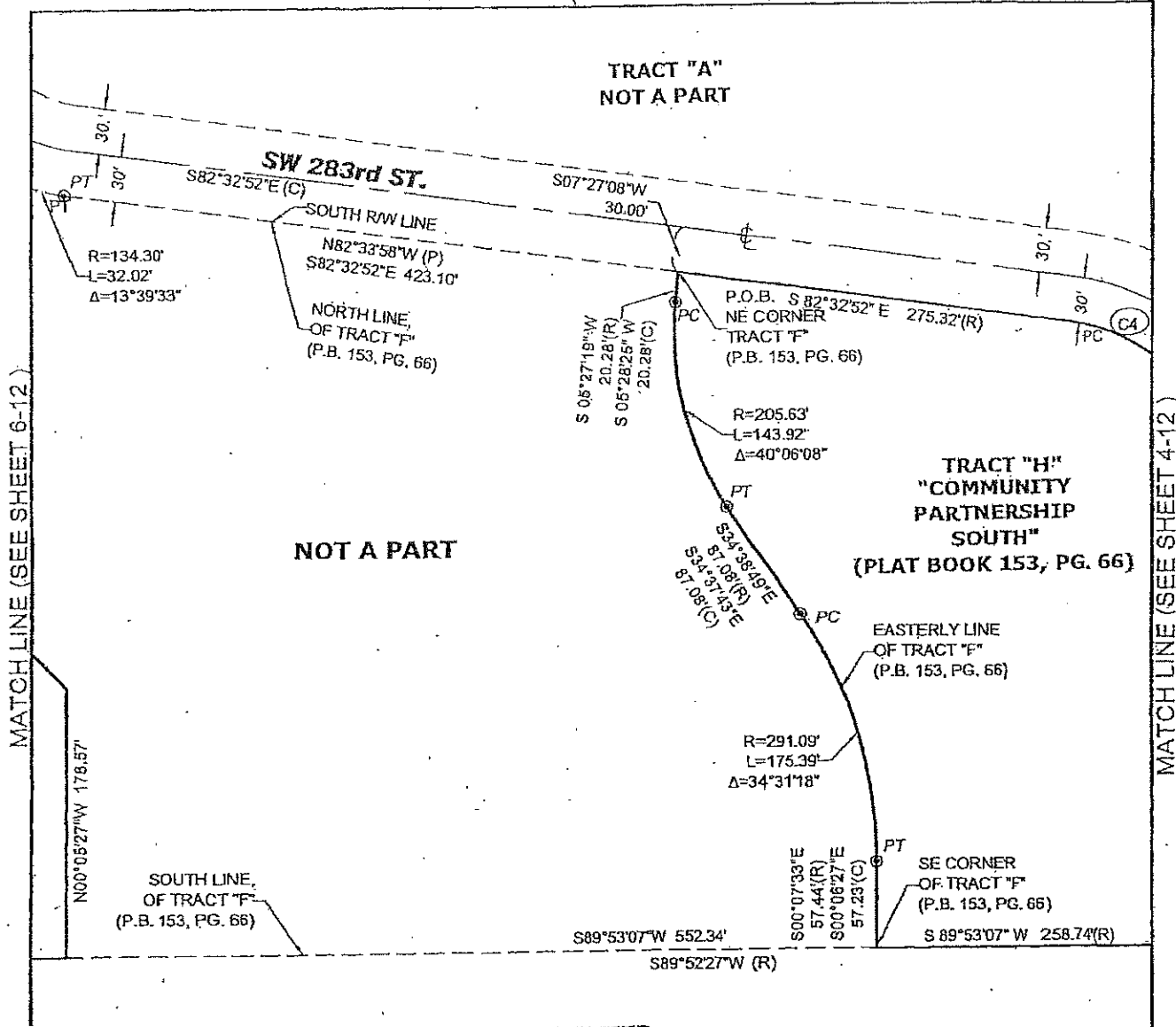
ORIGINAL: 11-03-04
REVISIONS:
1 #
2 #
3 #
4 #

JOB NO. 10005121 01011
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.
SHEET: 3 OF 12

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24



MATCH LINE (SEE SHEET 3-12)



NOT PLATTED
SECTION 1, TOWNSHIP 57 SOUTH,
RANGE 39 EAST

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

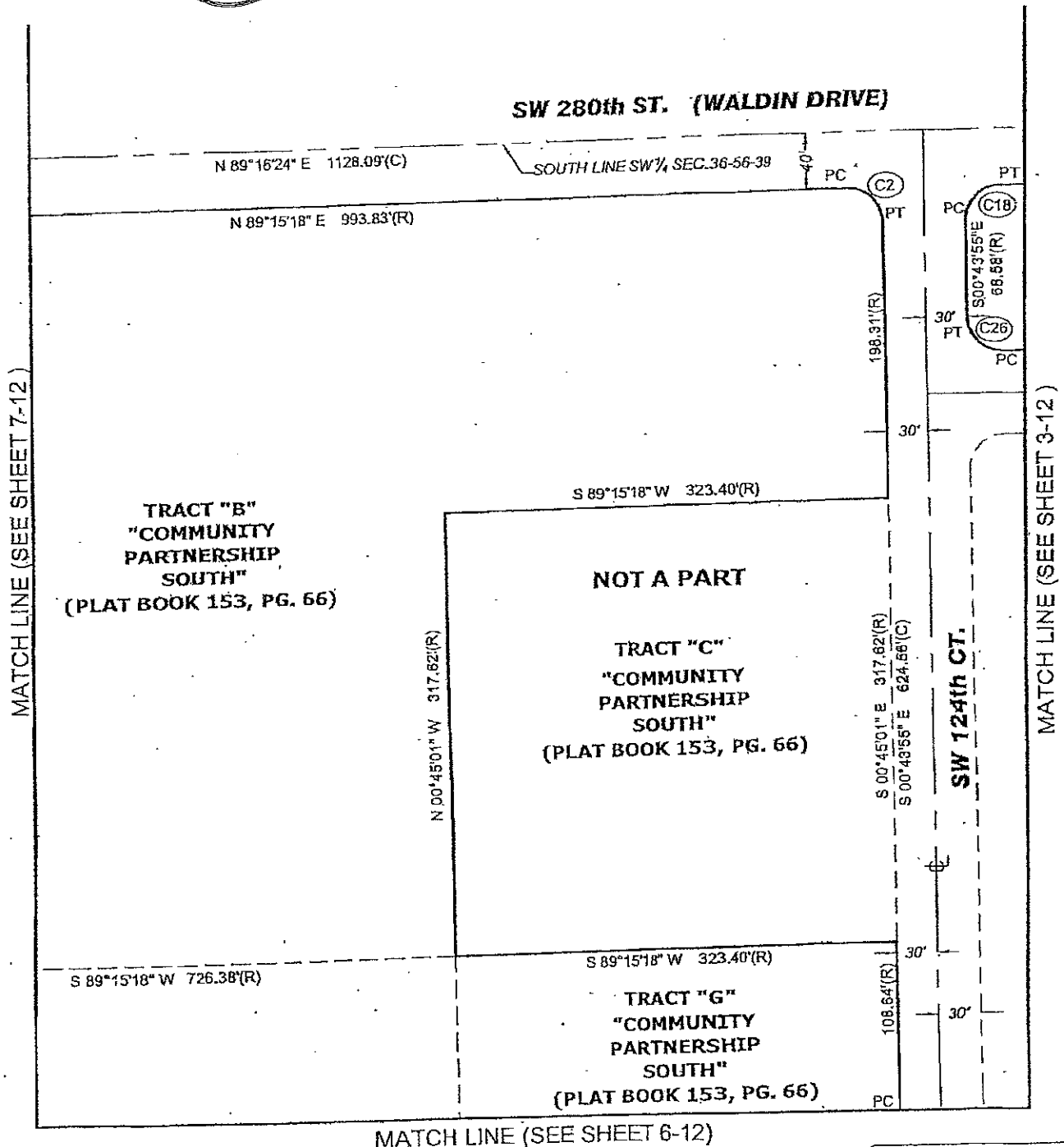
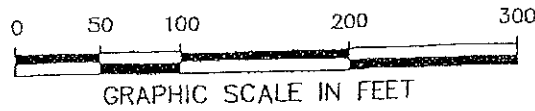
NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\10000511\HOMESTEAD AIR FORCE BASE\10000511\10231.HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS\10231 SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS.dwg (PRINTED: 1/14/2008 9:11 AM)

PBS&J
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL:	11-03-88	JOB NO.	100005131.01011
REVISIONS:		DRAWN	ZCP
1		CHECKED	ZCP
2		QC	D.W.D.
3			
4			
SHEET: 4 OF 12			



NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: K:\PROJECTS\110005131 HOMESTEAD AIR FORCE BASE\110005131 0102 L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL DESCRIPTION\110005131 SKETCH TO ACCOMPANY LEGAL DESCRIPTION.dwg 11/10/2009 2:12 PM



2001 N.W. 107th AVE
MIAMI, FL 33172-2507
(305) 592-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB274

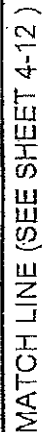
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL:	11-03-08	JOB NO.	10005131 BID1A
REVISIONS:		DRAWN	ZCP
1#		CHECKED	ZCP
2#		QC	D.W.D.
3#			
4#			
SHEET: 5 OF 12			



GRAPHIC SCALE IN FEET

MATCH LINE (SEE SHEET 5-12)



THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

NOT A BOUNDARY SURVEY

PBSJ 2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7276

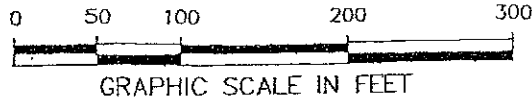
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

ORIGINAL: 11-03-05
 REVISIONS:
 1#
 2#
 3#
 4#

JOB NO. 100005131 0101.1
 DRAWN ZCP
 CHECKED ZCP
 QC D.W.D.

SHEET: 6 OF 12



NOT PLATTED
SECTION 2, TOWNSHIP 57 SOUTH, RANGE 39 EAST

TRACT "B"
"COMMUNITY
PARTNERSHIP
SOUTH"
(PLAT BOOK 153, PG. 66)

MATCH LINE (SEE SHEET 5-12)

MATCH LINE (SEE SHEET 8-12)

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: X-PROJECTS\0000127 HONESTEAD AIR FORCE BASE\0000127 0102.L HONESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL/DNR HONESTEAD SKETCH TO ACCOMPANY LEGAL DESCRIPTION 1 PRINTED: 11/4/2008 9:11 AM



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

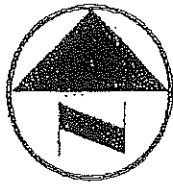
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL: 11-00-08
REVISIONS:
1#
2#
3#
4#

JOB NO. 700005131 01011
DRAWN Z.C.P.
CHECKED Z.C.P.
CC D.W.D.

SHEET: 7 OF 12



GRAPHIC SCALE IN FEET

MATCH LINE (SEE SHEET 7-12)

NOT PLATTED
SECTION 2, TOWNSHIP 57 SOUTH, RANGE 39 EAST

SW 127th AVE.

S 00°08'28" E 735.48'(R)

TRACT "F"
"COMMUNITY
PARTNERSHIP
SOUTH"
(PLAT BOOK 153, PG. 66)

MATCH LINE (SEE SHEET 6-12)

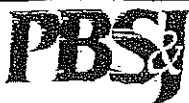
NOT PLATTED
SECTION 1, TOWNSHIP 57 SOUTH,
RANGE 39 EAST

21

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: 12/10/00/051311 HONESTEAD AIR FORCE BASE/1000051311 HONESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL DESCRIPTION/1000051311 SKETCH TO ACCOMPANY LEGAL DESCRIPTION /PRINTED: 11/03/08 9:23 AM



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

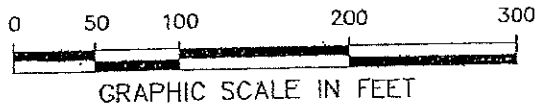
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

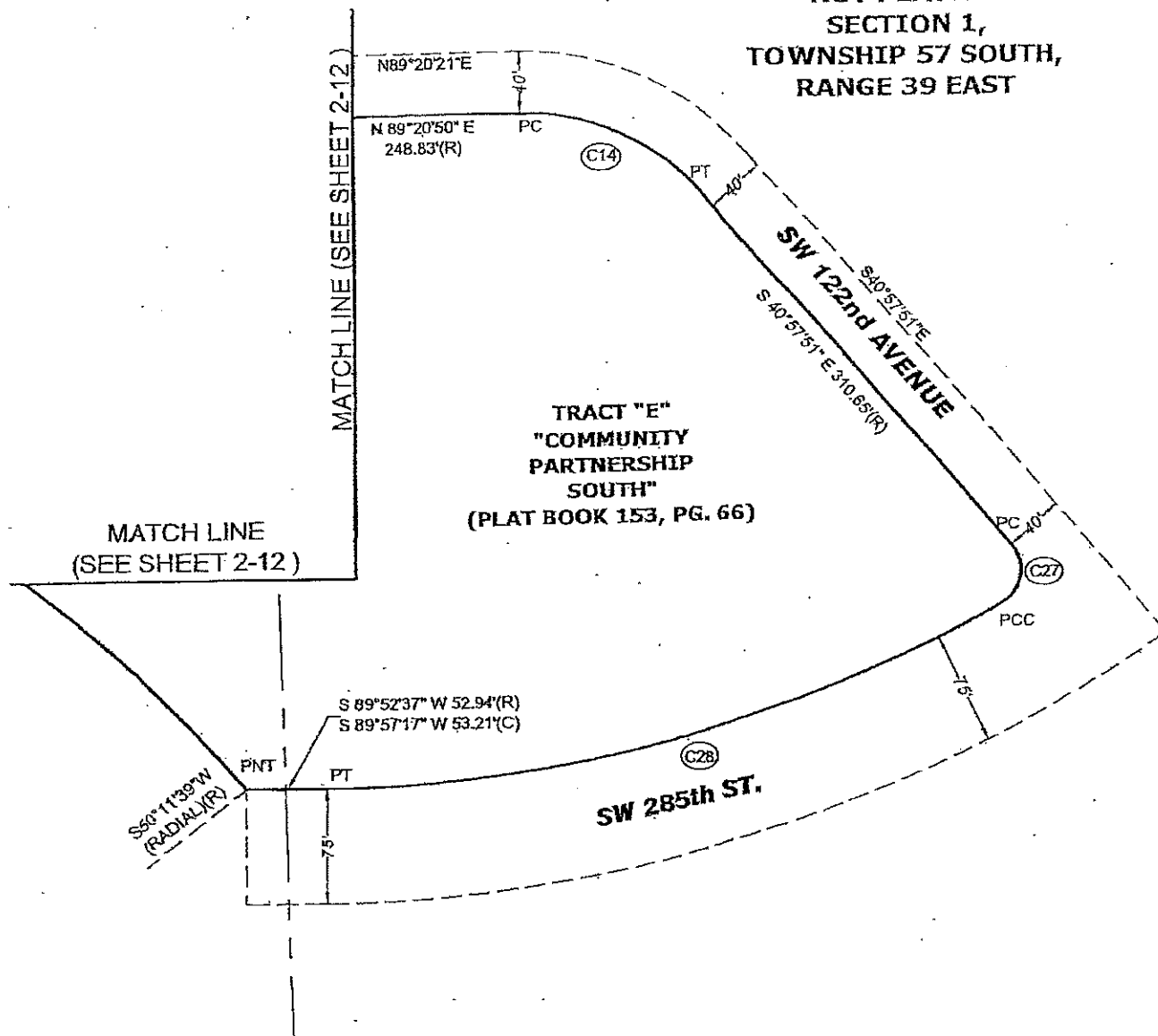
ORIGINAL: 11-03-08
REVISIONS:
1#
2#
3#
4#

JOB NO. 100005131 01011
DRAWN Z.C.F.
CHECKED Z.C.F.
QC D.W.O.

SHEET: 8 OF 12



NOT PLATTED
SECTION 1,
TOWNSHIP 57 SOUTH,
RANGE 39 EAST



22

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, WHOLE AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 1-1

(PRINTED: TIAU2R04 5:13 AM)



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

ORIGINAL: 11-01-08
REVISIONS:
1#
2#
3#
4#

JOB NO. 100005131 01011
DRAWN Z.C.P.
CHECKED Z.C.P.
QC P.W.D.
SHEET: 9 OF 12

CURVE TABLE (CALCULATED)			
CURVE	RADIUS	ANGLE	LENGTH
C1	25.00'	89°21'41"	38.99'
C2	25.00'	89°59'41"	39.27'
C3	134.30'	46°40'46"	108.42'
C4	108.60'	35°45'22"	67.77'
C5	118.30'	35°05'06"	72.44'
C6	121.00'	46°49'12"	98.88'
C7	181.00'	46°49'12"	147.91'
C8	178.30'	34°29'30"	107.34'
C9	25.00'	89°12'51"	38.93'
C10	25.00'	89°34'07"	39.08'
C11	161.00'	38°40'08"	108.66'
C12	25.00'	83°42'56"	36.53'
C13	215.00'	88°17'31"	331.31'
C14	160.00'	49°39'55"	138.69'
C15	800.00'	1°35'26"	22.21'
C16	800.00'	5°01'77"	70.11'
C17	800.00'	44°40'44"	623.84'
C18	25.00'	90°00'19"	39.27'
C19	25.00'	89°58'21"	39.26'
C20	110.00'	44°30'53"	85.46'
C21	190.00'	46°07'45"	152.97'
C22	25.00'	105°20'23"	45.96'
C23	101.00'	29°37'31"	52.22'
C24	74.00'	46°05'21"	59.53'
C25	130.00'	89°24'43"	202.87'
C26	25.00'	89°59'41"	39.27'
C27	25.00'	102°19'46"	44.65'
C28	945.00'	28°37'15"	472.05'
C40	138.60'	35°45'22"	86.49'
C41	134.30'	13°39'33"	32.02'

CURVE TABLE (RECORD PLAT)			
CURVE	RADIUS	ANGLE	LENGTH
C1	25.00'	89°20'44"	38.98'
C2	25.00'	89°59'41"	39.27'
C3			
C4	108.60'	35°45'22"	67.77'
C5	118.30'	35°05'06"	72.44'
C6	121.00'	46°49'12"	98.88'
C7	181.00'	46°49'12"	147.91'
C8	178.30'	34°29'30"	107.34'
C9	25.00'	89°12'57"	38.93'
C10	25.00'	89°34'49"	39.09'
C11	161.00'	38°40'09"	108.66'
C12	25.00'	83°42'56"	36.53'
C13	215.00'	88°16'37"	331.26'
C14	160.00'	49°39'55"	138.69'
C15			
C16			
C17	800.00'	44°42'32"	624.25'
C18	25.00'	90°00'19"	39.27'
C19	25.00'	90°00'00"	39.27'
C20	110.00'	44°30'13"	85.44'
C21	190.00'	46°08'02"	152.99'
C22	25.00'	105°32'20"	46.05'
C23	101.00'	29°24'52"	51.85'
C24	74.00'	46°05'21"	59.53'
C25	130.00'	89°24'43"	202.87'
C26	25.00'	89°59'41"	39.27'
C27	25.00'	102°14'19"	44.61'
C28	945.00'	28°36'09"	471.75'
C40	138.60'	35°45'22"	86.49'
C41	134.30'	13°39'39"	32.02'

LEGEND

⊙ CENTER LINE

ABBREVIATIONS

(D) = DEED RECORDED IN O.R.B. 19902, PG. 3295
 (C) = CALCULATED BASED ON FIELD MEASUREMENT
 CH.L.F. = CHAIN LINK FENCE
 (E) = EAST
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 PNT = POINT OF NON TANGENT INTERSECTION
 PRC = POINT OF REVERSE CURVATURE
 PCC = POINT OF COMPOUND CURVATURE
 FPL = FLORIDA POWER & LIGHT
 ST. = STREET
 CT. = COURT
 (N) = NORTH
 O.R.B. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 R = RADIUS
 (R) = PLAT RECORDED IN P.B. 153, PG.66
 SEC. = SECTION
 (S) = SOUTH
 (SE) = SOUTHEAST
 (W) = WEST

23

THIS DOCUMENT CONTAINS COPIES OF THE PLAT SHEETS AND EACH SHEET SHALL HAVE THE CORRESPONDING FILE NUMBER AND COMPLETE INDEX ATTACHED TO THE SHEET.

NOT A BOUNDARY SURVEY

DRAWN BY: K. PROJECTIONS 000005107 HONESTAD AIR FORCE BASE 000005101 000005101 HONESTAD AIR FORCE SKETCH TO ACCOMPANY LEGAL DESCRIPTION 000005101 SKETCH TO ACCOMPANY LEGAL DESCRIPTION / PRINTED: 10/20/2011 2:25 PM

PBS&J
 2001 N.W. 107th AVE.
 MIAMI, FL 33172-2507
 (305) 592-7275
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL: 11-03-08	JOB NO. 100005101 01011
REVISIONS:	DRAWN Z.C.P.
1#	CHECKED Z.C.P.
2#	QC D.W.D.
3#	
4#	

SHEET: 10 OF 12

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
COMMUNITY PARTNERSHIP SOUTH (PLAT BOOK 153, PAGE 66)
MIAMI-DADE COUNTY, FLORIDA

ARTICLE I
DEFINITIONS, GENERALLY:

CLIENT: SHALL MEAN THE MIAMI-DADE COUNTY HOMELESS TRUST.
SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAP MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
SUBJECT PROPERTY: SHALL MEAN ALL THOSE LOTS, PIECES OR PARCELS OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.
COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENT RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENT RECORDED SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.

ARTICLE II
LEGAL DESCRIPTION:

ALL THOSE LOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING ALL OF TRACTS "B," "C," "D," "E," "F," "G" AND "H" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THEREFROM:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "F" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ:

BEING AT THE NORTHEAST CORNER OF SAID TRACT "F," THENCE S05°28'25"W (S05°27'19"W BY PLAT) ALONG THE EASTERLY LINE OF SAID TRACT "F" FOR 20.28 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID TRACT "F" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.63 FEET AND A CENTRAL ANGLE OF 40°08'08" FOR 143.92 FEET TO THE POINT OF TANGENCY; THENCE S34°37'43"E ALONG SAID EASTERLY LINE OF SAID TRACT "F" FOR 87.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID TRACT "F" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 291.09 FEET AND A CENTRAL ANGLE OF 34°31'18" FOR 175.39 FEET TO THE POINT OF TANGENCY; THENCE S00°06'27"E ALONG SAID EASTERLY LINE OF SAID TRACT "F" FOR 57.23 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "F," THENCE S89°53'07"W ALONG THE SOUTH LINE OF SAID TRACT "F" FOR 552.34 FEET; THENCE DEPARTING SAID SOUTH LINE OF TRACT "F," N00°05'27"W FOR 178.57 FEET; THENCE 46°12'22"W FOR 143.23 FEET; THENCE S89°58'15"W FOR 113.85 FEET; THENCE N00°05'50"W FOR 159.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT "G" AS SHOWN ON SAID PLAT OF "COMMUNITY PARTNERSHIP SOUTH," THENCE N89°16'24"E ALONG SAID SOUTH LINE OF TRACT "G" (THIS ALSO BEING A BOUNDARY LINE OF SAID TRACT "F") FOR 133.10 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID TRACT "G," THENCE N34°20'36"E ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "G" (THIS ALSO BEING A BOUNDARY LINE OF SAID TRACT "F") FOR 91.92 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT "F," THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF S.W. 283RD STREET, THE NORTH LINE OF SAID TRACT "F" AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 134.30 FEET AND A CENTRAL ANGLE OF 13°39'33" FOR 32.02 FEET TO THE POINT OF TANGENCY; THENCE S82°32'52"E ALONG SAID SOUTH RIGHT OF WAY LINE OF S.W. 283RD STREET AND THE NORTH LINE OF TRACT "F" FOR 423.10 FEET TO THE POINT OF BEGINNING.

AND FURTHER LESS THEREFROM:

THAT PORTION OF SAID TRACT "G," AS CONVEYED BY WARRANTY DEED FROM MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH THE MIAMI-DADE HOMELESS TRUST, TO MIAMI-DADE COUNTY, C/O THE MIAMI-DADE WATER AND SEWER DEPARTMENT, DATED APRIL 11, 2001 AND RECORDED SEPTEMBER 17, 2001 IN OFFICIAL RECORDS BOOK 19902 AT PAGE 3295 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ARTICLE III
SOURCES OF DATA:

1. THE UNDERLYING PLAT OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

24

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

PBSI FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275	SKETCH TO ACCOMPANY LEGAL DESCRIPTION		ORIGINAL: 11-03-08	JOB NO. 10005131 0101
				REVISIONS: 1# 2# 3# 4#	DRAWN: ZCP CHECKED: ZCP QC: D.W.D. SHEET: 11 OF 12

2. WARRANTY DEED FROM MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH THE MIAMI-DADE HOMELESS TRUST, TO MIAMI-DADE COUNTY, C/O THE MIAMI-DADE WATER AND SEWER DEPARTMENT, DATED APRIL 11, 2001 AND RECORDED SEPTEMBER 17, 2001 IN OFFICIAL RECORDS BOOK 19902 AT PAGE 3295 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
3. BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF S82°32'52"E ALONG THE NORTH LINE OF TRACT "F" OF SAID PLAT OF "COMMUNITY PARTNERSHIP SOUTH." THIS BEARING IS BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90). FOR COMPARISON PURPOSES, THE BEARING OF THE SAME LINE PER SAID UNDERLYING PLAT IS N82°33'58"W.
4. LIMITED MEASUREMENTS WERE CONDUCTED IN THE FIELD TO ASCERTAIN THE LOCATION OF A FENCE USED TO GOVERN THE WESTERLY LINE OF THE SUBJECT PROPERTY AS DIRECTED BY THE CLIENT.

**ARTICLE IV
LIMITATIONS:**

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACT OF LAND THEREOF. THE DIMENSIONS AS DEPICTED ON THE SKETCH AND CITED IN THE LEGAL DESCRIPTION MAY BE SUBJECT TO ADJUSTMENT AS AN ACCURATE FIELD SURVEY OF THE SUBJECT PROPERTY MAY REVEAL.
3. THE SKETCH IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH = 100 FEET IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS DRAWN TO THE FACT THAT THE SIZE OF SAID SKETCH MAY BE ALTERED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

**ARTICLE V
CLIENT INFORMATION:**

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED AT THE INSISTENCE OF AND IS CERTIFIED TO:

MIAMI-DADE COUNTY HOMELESS TRUST
111 NW 1ST STREET
MIAMI, FLORIDA 33128

**ARTICLE VI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

PBS&J
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: C. M. Del Valle
CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: NOVEMBER 3, 2008

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS, GRAPHICS AND REPORTS AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

@2008-PBS&J
ALL RIGHTS RESERVED

THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS ATTACHED TO THE OTHERS.

NOTE: FOR LEGEND, ABBREVIATIONS AND CURVE INFORMATION SEE SHEET 10

NOT A BOUNDARY SURVEY

DRAWING: K:\PROJECTS\HOMESTEAD AIR FORCE BASE\HOMESTEAD AIR FORCE BASE\HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL DESCRIPTION.dwg / PLOTTED: 11/03/08 8:14 AM



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ORIGINAL: 11-03-08	JOB NO. 10005131.0101
REVISIONS:	DRAWN: Z.C.P.
1. _____	CHECKED: Z.C.P.
2. _____	QC: D.W.B.
3. _____	
4. _____	
	SHEET: 12 OF 12

EXHIBIT B.

OFF.
REC. 1728714962

Contract No. 04-FL-2167

66R327558 1996 JUL 25

QUITCLAIM DEED

THIS INDENTURE, made this 28th day of June, 1996, between the United States of America, acting through the Secretary of Health and Human Services, by the Director, Division of Property Management, Administrative Operations Service, Program Support Center, U.S. Department of Health and Human Services, under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484(k)), as amended (hereinafter called the Act), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. § 11411), as amended, and regulations promulgated thereto at 45 C.F.R. Part 12a, and Metropolitan Dade County (hereinafter called the Grantee).

WITNESSETH

WHEREAS, by letter dated March 7, 1996, amended on April 26, 1996, May 1, 1996, June 19, 1996, June 20, 1996, June 25, 1996, and June 27, 1996, from the Department of the Air Force, certain surplus property consisting of 84.16 acres, thereafter described (hereinafter called the Property), was assigned to the Department of Health and Human Services (hereinafter called the Grantor) for disposal upon the recommendation of the Grantor that the Property is needed for health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property for said purposes; and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Dade, State of Florida, a parcel of land being a portion of Section 1, Township 57 South, Range 39 East, Dade County, Florida, and more particularly described as follows:

OFF. 172871496J
REC.

BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1 FOR 2577.46 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 42 SECONDS EAST FOR 461.51 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 30 MINUTES 13 SECONDS FOR 116.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43 DEGREES 45 MINUTES 31 SECONDS WEST FOR 126.70 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 08 MINUTES 04 SECONDS FOR 120.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 22 MINUTES 33 SECONDS EAST FOR 225.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 16 MINUTES 37 SECONDS FOR 269.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89 DEGREES 20 MINUTES 50 SECONDS EAST FOR 248.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 49 DEGREES 41 MINUTES 19 SECONDS FOR 173.45 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 57 MINUTES 51 SECONDS EAST FOR 423.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 33 DEGREES 38 MINUTES 26 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1020.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 31 MINUTES 03 SECONDS FOR 596.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 52 MINUTES 37 SECONDS WEST FOR 52.94 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST FOR 75.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 51 DEGREES 11 MINUTES 39 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 19 MINUTES 12 SECONDS FOR 716.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 52 MINUTES 27 SECONDS WEST FOR 2035.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 1; THENCE NORTH 00 DEGREES 05 MINUTES 26 SECONDS WEST ALONG SAID SECTION LINE FOR 1315.86 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 84.16 ACRES, MORE OR LESS.

OFF. 17287PC4964
REC.

The United States of America reserves a non-exclusive and assignable easement and right-of-way in, over, across and upon the northernmost 25 feet of that certain tract of land, more particularly described above, until such time as said easement lands are dedicated as a public road, for the location, construction, operation, maintenance, alteration and replacement of the road appurtenances thereto, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within or impinging upon the limits of the right-of-way. The United States of America further reserves a 10 foot non-exclusive and assignable perpetual easement for the existing utility lines or systems located in the above-described property known as "Parcel 6."

The United States of America conveys to the Grantee, its successors and assigns, an additional perpetual non-exclusive right of use, for the purpose of ingress and egress, a road easement and right-of-way in, and along Coral Sea Boulevard, located within the former Homestead Air Force Base. The right to use said roadway for the purpose of ingress and egress shall terminate upon any dedication and acceptance of the roadway by a public entity, and the Grantee, its successors and assigns, shall then have such rights as are granted to the public.

The Grantee, by acceptance of this deed, covenants and agrees to grant an easement to the Florida Power and Light Company for Florida Power and Light Company's existing utility lines and/or systems located on the above-described property.

SUBJECT to any and all other existing easements, encumbrances, covenants, restrictions, reservations or conditions affecting the above described property whether or not the same appear on record.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with the proposed program and plan of the Grantee as set forth in its application dated the 2nd day of May 1994, amended on May 4, June 9, and July 13, 1994, modified applications dated November 16, May 19 and July 26, 1995, and amendments thereto dated August 18, August 24, August 29, September 28, November 16, June 21, and June 26, 1996, and for no other purpose.

OFF. 1728764-5
REC.

2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c) (3) of the Internal Revenue Code of 1986.
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and

OFF.
REC.

1728764966

implementing regulations, and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84, and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the obligations herein set forth, the Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that, in the event the Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty (30) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and the right to reenter and revert title for breach thereof, will not affect the obligation of the Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to the Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

OFF. 17287PC496
REC.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 CFR Part 101) now in effect, a copy of which is attached to the Grantee's aforementioned application.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its successors or assigns, at the option of the Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes other than those designated in condition numbered 1 above without the consent of the Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by the Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by the Grantee for the United States of America and shall be subject to the direction and control of the Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the Grantor under any other provision of this deed.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of the Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

The Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by the Grantor or its successor in function against the Grantee, its successors and assigns for the Property, or any part thereof - that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Non-discrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

OFF.
REC. 17287M4969

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The Grantee also covenants and agrees for itself, its successors and assigns, that the Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

The Grantee is notified that hazardous substances were stored on the Property. The United States warrants that all remedial action necessary to protect human health and the environment with respect to any such substances remaining on the property has been taken before the date of this transfer. The United States further warrants that any additional remedial action found to be necessary after the date of such transfer shall be conducted by the United States. The grantee covenants and agrees on behalf of itself, its successors and assigns, that the United States of America shall have access to the property in any case in which such environmental remedial action is found to be necessary after the date of such transfer. As required by section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, attached hereto as Exhibits "A", "B", and "C", are copies of the Hazardous Substance Activity Report, the Environmental Baseline Survey (EBS), and the Finding of Suitability to Transfer (FOST), as provided by the Air Force. Also attached hereto as Exhibits "D" and "E", respectively, are copies of the Environmental Condition Report and the Physical Condition Report, jointly prepared by the Air Force and Grantee.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

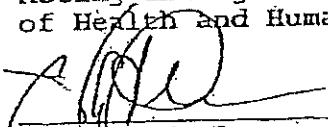
The Grantee further covenants and agrees, on behalf of itself, its successors, and assigns to indemnify and hold harmless the United States, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to the Grantee's use or occupancy of the property, or any other act or omission of the Grantee, including failure to comply with the obligations of this transfer. Further, the Grantee, its successors or assigns, shall be solely liable for all costs relating to any damage to property, personal injury, illness,

OFF. 17287114970
REC.

disability, or death, of the Grantee, or of the Grantee's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, handling, storage, use, release, or disposal or other activity causing or leading to contact of any kind whatsoever with hazardous or toxic substances, during use of the property by said Grantee, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health and Human Services

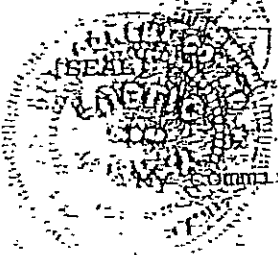
By: 
Heather M. Ransom
Director
Division of Property Management
Administrative Operations Service
Program Support Center

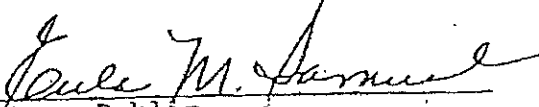
ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 28th day of June 1996, before me the undersigned officer, personally appeared Heather M. Ransom, known to me to be the Director, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.




Notary Public

My commission expires

March 10, 1999

OFF. 17287PC497
REC.

ACCEPTANCE

Metropolitan Dade County hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions and restrictions contained therein.

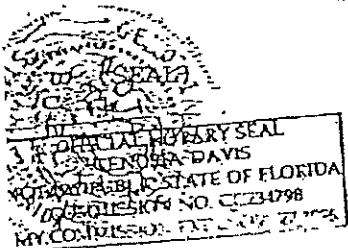
By [Signature]

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Dade) SS

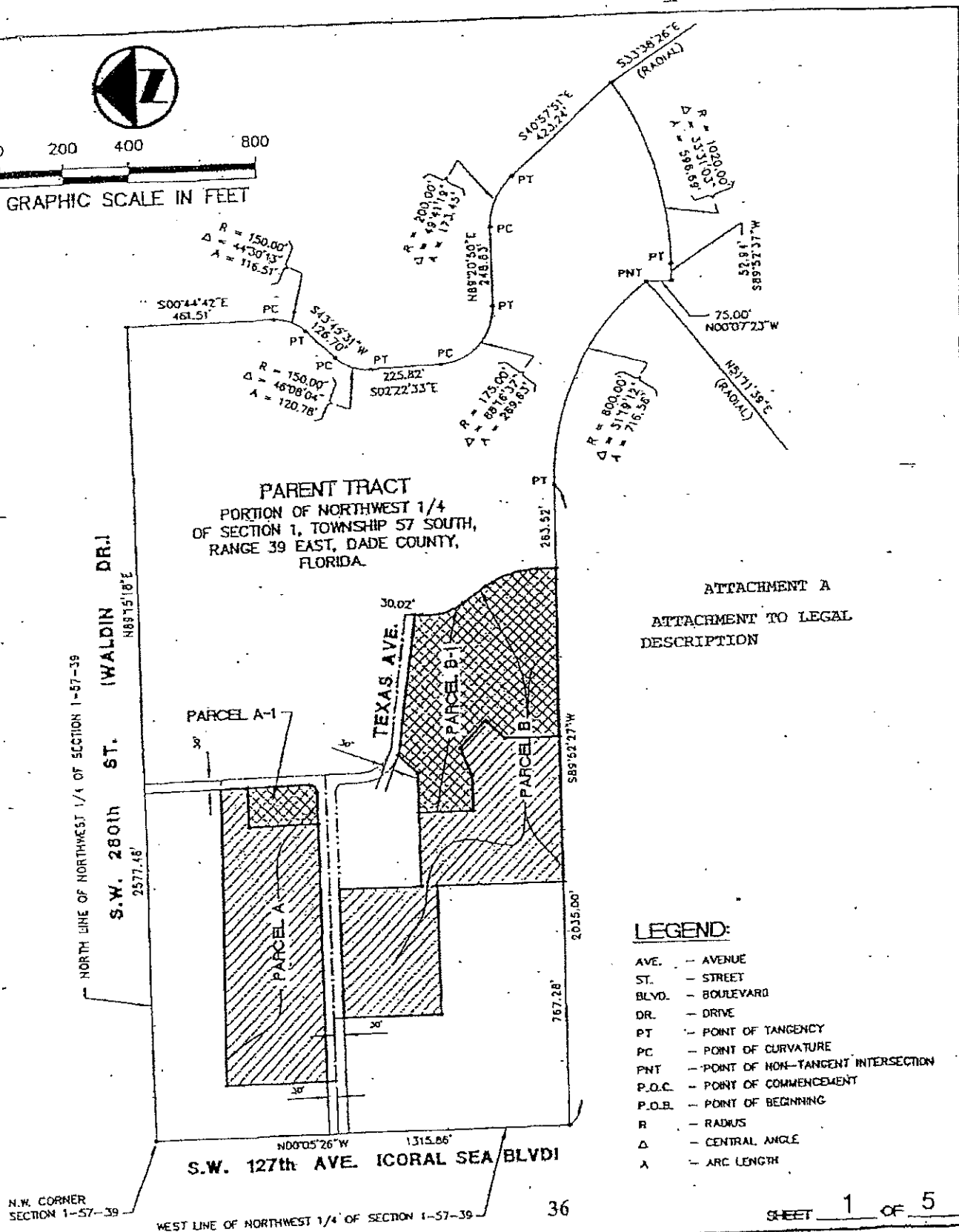
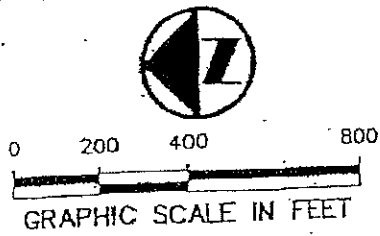
On this 25th day of July, 1996, before me, a Notary Public in and for the city of Miami, County of Dade, State of Florida, personally appeared Armando Vidal, P.E., known to me to be the County Manager, Metropolitan Dade County, and known to me to be the person who executed the foregoing instrument on behalf of the Metropolitan Dade County Board of County Commissioners, and acknowledged to me that he executed the same as the free act and deed Metropolitan Dade County.

Witness my hand and official seal.



Armando Davis
Notary Public

My commission expires 11/27/96

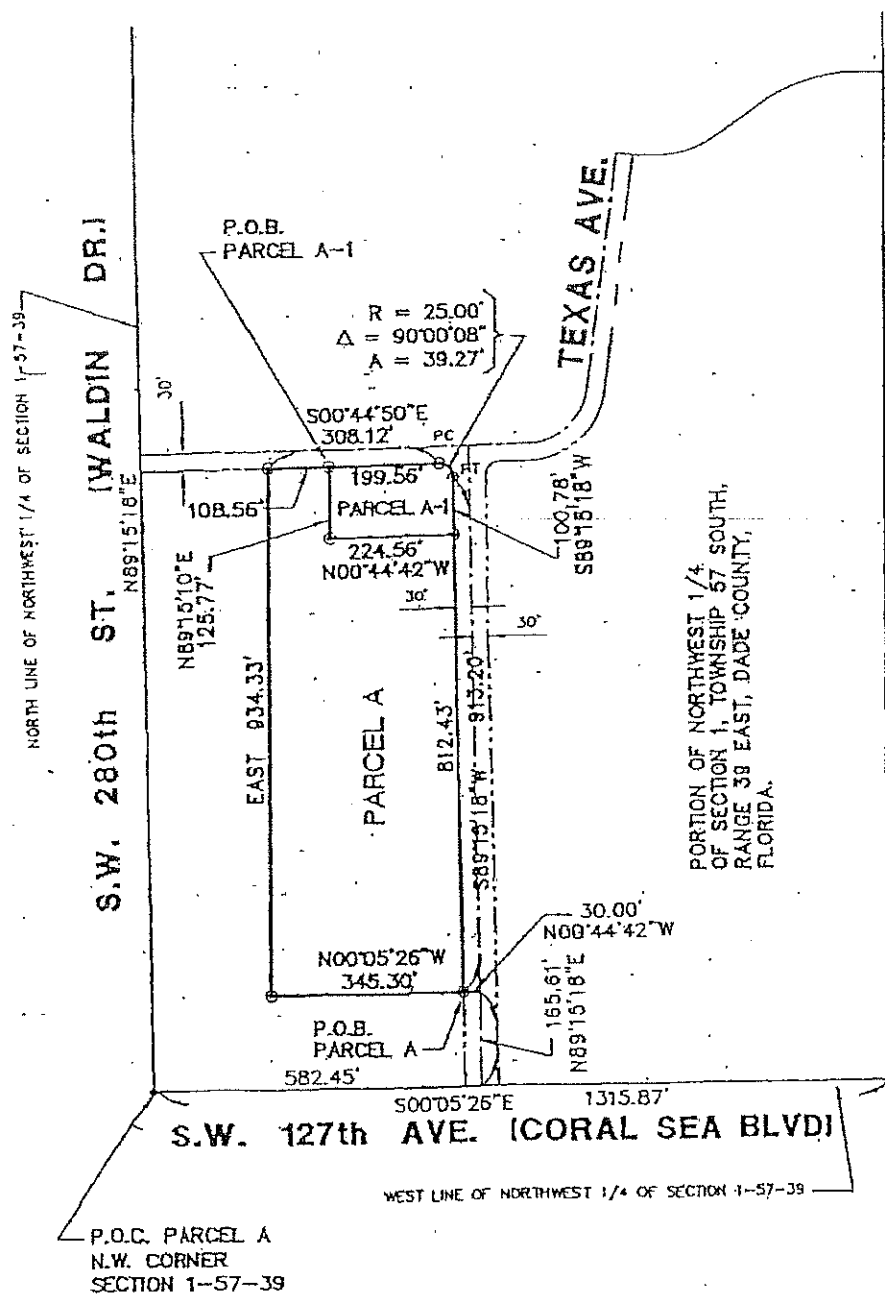


2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275.

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 12-16-86
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS



LEGEND:

- AVE. - AVENUE
- ST. - STREET
- BLVD. - BOULEVARD
- DR. - DRIVE
- PT - POINT OF TANGENCY
- PC - POINT OF CURVATURE
- PNT - POINT OF NON-TANGENT INTERSECTION
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH

LEGAL DESCRIPTION

PARCEL A

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 1 FOR 582.45 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, N89°15'18"E FOR 165.61 FEET; THENCE N00°44'42"W FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N00°05'26"W FOR 345.30 FEET; THENCE EAST FOR 934.33 FEET; THENCE S00°44'50"E FOR 308.12 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'08" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°15'18"E FOR 913.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL A CONTAINS 317,445 SQUARE FEET OR 7.29 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

PARCEL A-1

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 1 FOR 582.45 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, N89°15'18"E FOR 165.61 FEET; THENCE N00°44'42"W FOR 30.00 FEET; THENCE N00°05'26"W FOR 345.30 FEET; THENCE EAST FOR 934.33 FEET; THENCE S00°44'50"E FOR 108.56 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S00°44'50"E FOR 199.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'08" FOR 39.27 FEET TO THE POINT OF TANGENCY; THENCE S89°15'18"E FOR 100.78 FEET; THENCE N00°44'42"W FOR 224.56 FEET; THENCE N89°15'10"E FOR 125.77 FEET TO THE POINT OF BEGINNING.

SAID PARCEL A-1 CONTAINS 28,110 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

38

SHEET 3 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N89°15'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, AS DERIVED FROM THE TOWNSHIP 57 SOUTH, RANGE 39 EAST MAP PREPARED BY THE DADE COUNTY PUBLIC WORKS DEPARTMENT.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PREMISED DESCRIBED HEREON.

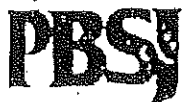
THERE MAY BE RESTRICTIONS ON THIS PROPERTY THAT ARE NOT SHOWN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA TOGETHER WITH OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR RESPECTIVE JURISDICTIONS MAY APPEAR.

THIS GRAPHIC PORTION OF THIS DOCUMENT IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH EQUALS 300 FEET. THE SCALE MAY BE ALTERED DURING REPRODUCTION AND AS SUCH, MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SURFACE AND SUBSURFACE IMPROVEMENTS WITHIN OR ABUTTING THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN. THIS NOTE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

THE "PARENT TRACT" AS DEPICTED ON SHEET 1 WAS DERIVED FROM "BOUNDARY AND TOPOGRAPHIC SURVEY" OF SAME PREPARED BY PULICE LAND SURVEYORS, INC. OF SUNRISE, FLORIDA DATED APRIL 29, 1996 UNDER ORDER NUMBER 32662. TEXAS AVENUE, TOGETHER WITH THE OTHER CORRIDORS DEPICTED HEREON WERE BASED ON THE STREET NAMES AND LOCATIONS FOR THE EXISTING PAVED ROADS WITHIN THE FORMER HOMESTEAD AIR FORCE BASE MILITARY RESERVATION AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" CONTAINS A TOTAL OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: _____

C. M. del Valle

CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: DECEMBER 16, 1996

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS NOTICE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

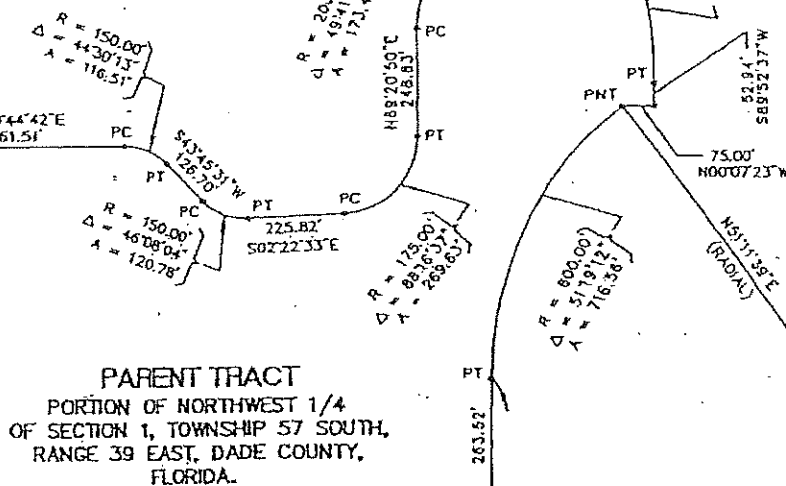
SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS



0 200 400 800

GRAPHIC SCALE IN FEET



PARENT TRACT
PORTION OF NORTHWEST 1/4
OF SECTION 1, TOWNSHIP 57 SOUTH,
RANGE 39 EAST, DADE COUNTY,
FLORIDA.

NORTH LINE OF NORTHWEST 1/4 OF SECTION 1-57-39

S.W. 280th ST. (WALDIN DR.)
N89°15'18"E
2577.46'

PARCEL A-1

TEXAS AVE.

PARCEL B-1

PARCEL B-2

S.W. 127th AVE. ICORAL SEA BLVD

N.W. CORNER
SECTION 1-57-39

WEST LINE OF NORTHWEST 1/4 OF SECTION 1-57-39

41

LEGEND:

- AVE. - AVENUE
- ST. - STREET
- BLVD. - BOULEVARD
- DR. - DRIVE
- PT - POINT OF TANGENCY
- PC - POINT OF CURVATURE
- PNT - POINT OF NON-TANGENT INTERSECTION
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH

SHEET 1 OF 5

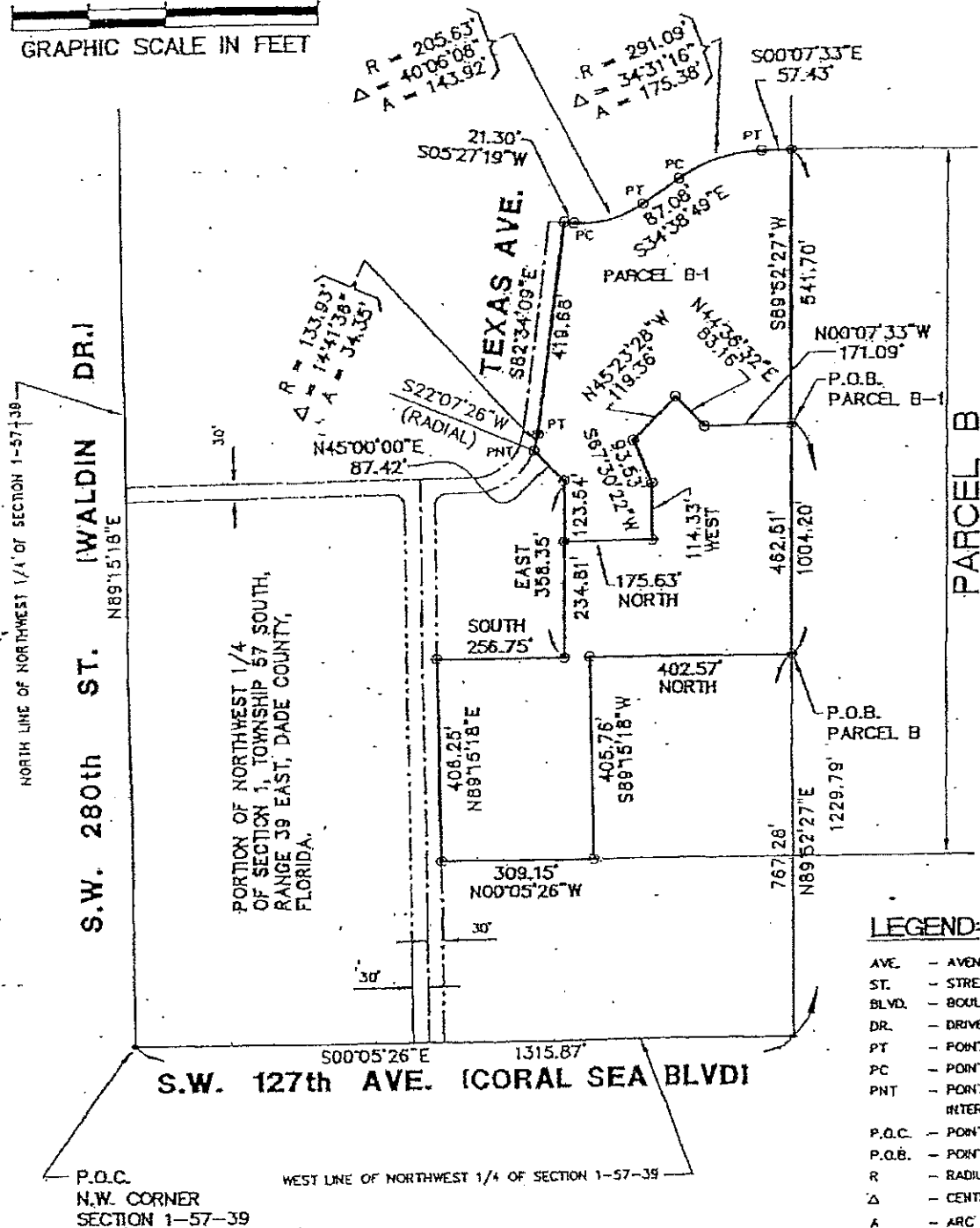
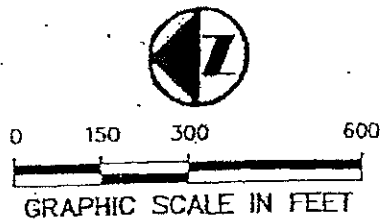


2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275.

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

LEGAL DESCRIPTION
PARCEL B

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 1 FOR 1315.87 FEET; THENCE DEPARTING SAID WEST LINE THE NORTHWEST 1/4 OF SECTION 1, N89°52'27"E FOR 767.28 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH FOR 402.57 FEET; THENCE S89°51'18"W FOR 405.76 FEET; THENCE N00°05'26"W FOR 309.15 FEET; THENCE N89°15'18"E FOR 406.25 FEET; THENCE SOUTH FOR 256.75 FEET; THENCE EAST FOR 358.35 FEET; THENCE N45°00'00"E FOR 87.42 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S22°07'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 133.93 FEET AND A CENTRAL ANGLE OF 14°41'36" FOR 34.35 FEET TO THE POINT OF TANGENCY; THENCE S82°34'09"E FOR 419.68 FEET; THENCE S05°27'19"W FOR 21.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 205.63 FEET AND A CENTRAL ANGLE OF 40°06'08"E FOR 143.92 FEET TO THE POINT OF TANGENCY; THENCE S34°38'49"E FOR 87.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 291.09 FEET AND A CENTRAL ANGLE OF 34°31'16" FOR 175.38 FEET TO THE POINT OF TANGENCY; THENCE S00°07'33"E FOR 57.43 FEET; THENCE S89°52'27"W FOR 1004.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B CONTAINS 567,163 SQUARE FEET OR 13.02 ACRES, MORE OR LESS.

LEGAL DESCRIPTION
PARCEL B-1

A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST IN DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE S00°05'26"E ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF

43

SHEET 3 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SECTION 1 FOR 1315.87 FEET; THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, N89°52'27"E FOR 1229.79 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N00°07'33"W FOR 171.09 FEET; THENCE N44°36'32"E FOR 83.16 FEET; THENCE N45°23'28"W FOR 119.36 FEET; THENCE S67°30'22"W FOR 93.53 FEET; THENCE WEST FOR 114.33 FEET; THENCE NORTH FOR 175.63 FEET; THENCE EAST FOR 123.54 FEET; THENCE N45°00'00"E FOR 87.42 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S22°07'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 133.93 FEET AND A CENTRAL ANGLE OF 14°41'36" FOR 34.35 FEET TO THE POINT OF TANGENCY; THENCE S82°34'09"E FOR 419.68 FEET; THENCE S05°27'19"W FOR 21.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 205.63 FEET AND A CENTRAL ANGLE OF 40°06'08"E FOR 143.92 FEET TO THE POINT OF TANGENCY; THENCE S34°38'49"E FOR 87.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 291.09 FEET AND A CENTRAL ANGLE OF 34°31'16" FOR 175.38 FEET TO THE POINT OF TANGENCY; THENCE S00°07'33"E FOR 57.43 FEET; THENCE S89°52'27"W FOR 541.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B-1 CONTAINS 265,967 SQUARE FEET OR 6.11 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N89°15'18"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, AS DERIVED FROM THE TOWNSHIP 57 SOUTH, RANGE 39 EAST MAP PREPARED BY THE DADE COUNTY PUBLIC WORKS DEPARTMENT.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PREMISES DESCRIBED HEREON.

THERE MAY BE RESTRICTIONS ON THIS PROPERTY THAT ARE NOT SHOWN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA TOGETHER WITH OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR RESPECTIVE JURISDICTIONS MAY APPEAR.

44

SHEET 4 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE: 12-18-98
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

THIS GRAPHIC PORTION OF THIS DOCUMENT IS INTENDED TO BE DISPLAYED AT A SCALE OF 1 INCH EQUALS 300 FEET. THE SCALE MAY BE ALTERED DURING REPRODUCTION AND AS SUCH, MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SURFACE AND SUBSURFACE IMPROVEMENTS WITHIN OR ABUTTING THE SUBJECT PROPERTY WERE NOT LOCATED AND ARE NOT SHOWN. THIS NOTE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

THE "PARENT TRACT" AS DEPICTED ON SHEET 1 WAS DERIVED FROM "BOUNDARY AND TOPOGRAPHIC SURVEY" OF SAME PREPARED BY PULICE LAND SURVEYORS, INC. OF SUNRISE, FLORIDA DATED APRIL 29, 1996 UNDER ORDER NUMBER 32662. TEXAS AVENUE, TOGETHER WITH THE OTHER CORRIDORS DEPICTED HEREON WERE BASED ON THE STREET NAMES AND LOCATIONS FOR THE EXISTING PAVED ROADS WITHIN THE FORMER HOMESTEAD AIR FORCE BASE MILITARY RESERVATION AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" CONTAINS A TOTAL OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: C. M. del Valle

CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: DECEMBER 16, 1996

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS NOTICE IS REQUIRED BY RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

45

SHEET 5 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

Exhibit B

Metathery Institute: Homelead Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line

PHASE I-	34 FAMILY UNITS; 16 UNITS FOR INDIVIDUALS-anticipated completion- November, 1999*
PHASE II-	6 FAMILY UNITS- anticipated completion- June, 2000**
PHASE III-	10 FAMILY UNITS; 85 UNITS FOR INDIVIDUALS- anticipated completion- December, 2001**

*Phase is funded
**Funding needs to be identified

Timothy

1207R

2nd
Q8

3rd Qtr

4th Qtr

18

2nd Qtr

47

Development Consultant
RetainedArchitect/Engineer
Retained

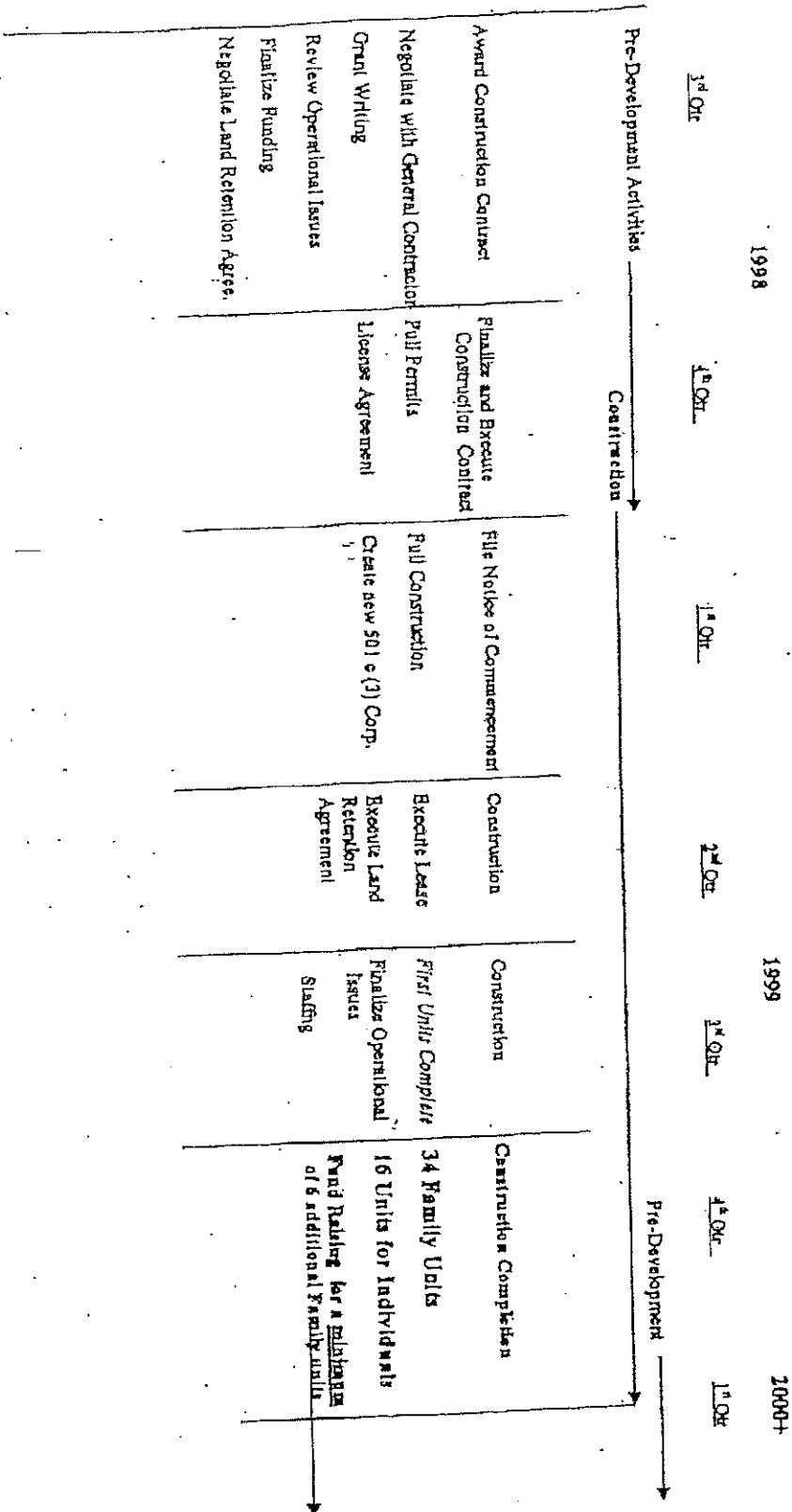
Spatial Programming

Grid Writing
- Pl. Housing Corp.

Oral Writings:
Home-Funds

Grand Willing

Metatherapy Institute/Homesite Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line



OFF- 17287104972
REC.

NOTICE OF HAZARDOUS SUBSTANCES

Notice is hereby given that the tables and information provided below (excerpted from the Basewide Environmental Baseline Survey) lists of hazardous substances that have been stored on Parcel 6, Homestead AFB, Florida, and the dates that storage took place, to the extent information was available. It is assumed that hazardous substances were stored for one (1) year or more and in quantities greater than or equal to 1,000 kilograms.

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Hazardous Waste Accumulation in Parcel 6

Facility	Waste Stored	Estimated Annual Quantity	Hazardous Waste Activity	Program Status
Accumulation Points (90-day storage)				
990	Photo - fixer (medical X-ray)	2,400 gallons	Silver Recovered	RCRA
	Xylene and alcohol	100 gallons	Disposed off-base	

hazardous Substances Stored on Parcel 6

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used
11 MEDICAL GROUP/UROLOGY (2)			
PH Germicidal Detergent	Not Listed	Not Recorded	0.5 kg
Formalin	Not Listed	Not Recorded	0.5 kg
Sponcidin	6840-01-122-0687	Not Recorded	0.5 kg
11 MEDICAL GROUP/PHARMACY/SGHP (2)			
Methotrexate Sodium Injection	6505-01-020-2367	Not Recorded	0.5 kg
Leucic Acid, Glacial	6505-00-100-2470	Not Recorded	0.5 kg
Therol	6505-00-133-9920	Not Recorded	0.5 kg
11 MEDICAL GROUP/PLANES/SURGERY DEPT. (2)			
Sectadine Scrub	6505-00-994-7224	20 gal	76 kg
Sectadine Solution	6505-00-754-0374	20 gal	76 kg
Parane	6505-01-017-4658	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-299-8095	10 gal	38 kg
Porta-Cut Culture Tube	6515-43-053-6652	Not Recorded	0.5 kg
Abidecane	6505-01-053-8620	Not Recorded	0.5 kg
Formalin	6550-01-807-401	Not Recorded	0.5 kg
Isobutane	6505-00-105-0109	1250 cc	1.3 kg
Instrument Lubricant	6515-31-015-3662	Not Recorded	0.5 kg
Sponcidin	6840-01-122-0687	Not Recorded	0.5 kg
Crystal LPH	6840-10-147-1662	Not Recorded	0.5 kg
Thane	6810-00-F00-8335	Not Recorded	0.5 kg
H. Germicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg
Parane	6505-01-117-9832	2000 cc	2 kg
1 MEDICAL GROUP/OBGYN CLINIC			
Parane	6505-01-117-9832	Not Recorded	0.5 kg
Parane	6505-01-017-3094	Not Recorded	0.5 kg
Parane	6505-00-313-7123	Not Recorded	0.5 kg
Parane	6810-00-F00-8335	Not Recorded	0.5 kg
Isax Cleaner	7930-00-804-0014	Not Recorded	0.5 kg
Stru-Kenz	7930-00-769-0720	Not Recorded	0.5 kg
Parane	6810-00-F00-8334	Not Recorded	0.5 kg
1 MEDICAL GROUP/MEDICAL X-RAY			
Processing Powder	7930-00-721-8592	Not Recorded	0.5 kg
Ray Developer	6255-00-F00-6339	Not Recorded	0.5 kg
Developer System Cleaner	6850-00-F00-1019	Not Recorded	0.5 kg
Developer System Cleaner	6850-00-F00-1020	Not Recorded	0.5 kg
Developer Part-A	6850-00-F00-1028	Not Recorded	0.5 kg
Ray Developer	6520-00-F00-6082	Not Recorded	0.5 kg
Developer Part-C	6525-00-F00-1016	Not Recorded	0.5 kg
Developer Part-B	6525-00-F00-1015	Not Recorded	0.5 kg
Developer Part-B	6850-00-F00-1018	Not Recorded	0.5 kg
Developer Part-A	6525-00-F00-1014	Not Recorded	0.5 kg
Germicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg

Hazardous Substances Stored on Par 6

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used
31 MEDICAL GROUP/MEDICAL LABORATORY (1), (2)			
Acetone	6310-00-184-4796	6000 ml	6 kg
Acetic Acid	6505-00-100-2470	120 ml	0.1 kg
Ammonium Hydroxide	6310-00-065-3142	Not Recorded	0.5 kg
Formaldehyde	6310-00-069-2958	0.32 gal	1.2 kg
Hydrochloric Acid	6810-01-217-4310	500 ml	0.5 kg
Isopropanol	6310-00-227-0410	10 ml	0.01 kg
Xylene	6810-00-290-4166	120 ml	0.1 kg
31 MEDICAL GROUP/BIO MEDICAL MAINTENANCE (2)			
Acetoxol Cleaner	7510-00-616-9588	2 cans	1 kg
Adhesive	8040-00-843-0802	16 ounces	0.5 kg
Acetone	6810-00-753-4780	0.5 gal	2 kg
Paint - Enamel Black Spray	8010-00-079-3752	2 cans	1 kg
Aircraft Grease	9150-00-944-8953	1 can	0.5 kg
Lubricant Solay	Not Listed	2 cans	1 kg
Liquid Descaler	6850-00-F00-6474	10 quarts	10 kg
Cleaner, X-Ray Processor	Not Listed	Not Recorded	0.5 kg
Cleaning Compound, Solvent	6250-00-105-3084	Not Recorded	0.5 kg
Contact Cleaner	6350-00-N00-0520	Not Recorded	0.5 kg
Detergent - General Purpose	7210-00-926-5280	25 gal	95 kg
Hydraulic Fluid	Not Listed	Not Recorded	0.5 kg
Hydrogen Peroxide	6505-00-153-8480	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-655-8366	Not Recorded	0.5 kg
Leak Test Compound	6850-00-621-1820	1 bottle	0.5 kg
Clear Adhesive	8040-00-270-8150	6 tubes	3 kg
Lubricant Oil	Not Listed	Not Recorded	0.5 kg
Paint Thinner	8010-00-F00-5702	Not Recorded	0.5 kg
Penetrating Oil	9150-00-261-7899	Not Recorded	0.5 kg
Propane Fuel	6830-00-584-3041	Not Recorded	0.5 kg
Dry Cleaner	Not Listed	Not Recorded	0.5 kg
Sealing Compound	8030-00-598-7753	10 tubes	4.5 kg
Silicone Compound	6850-00-927-9461	6 cans	3 kg
Silicone Compound	6850-00-880-7816	8 cans	4 kg
Solder Lead Free	Not Listed	5 lbs	2.3 kg
Sterilizer Solution	Not Listed	Not Recorded	0.5 kg
Tin Alloy Solder	3439-00-824-9856	5 lbs	2.3 kg

Source: Modified from Basewide EBS, Table A-1, pages A-46 through A-54

OFF. 17287PC4915
REC.

Hazardous Substances Stored on Parcel 6

Source: Modified from Basewide EBS, Table A-1, pages A-46 through A-54

Assumptions

- For many items, quantities were recorded as non-weight or volume measurements, such as bottles, kits, tubes, etc. There were also many items for which no quantity was recorded. For the purposes of determining the weights in kilograms for the 40 CFR 373 threshold amounts, the following assumptions were made:
 - All non-weight measurements (except kits) were assumed to equal one pound (i.e., one tube - one pound, one bottle = one pound, etc.).
 - All liquid measures were assumed to have specific gravity of 1.
 - Petroleum, fuels and oils are not hazardous substances.
 - All "not recorded" amounts were assumed to equal one pound.
 - All kits were assumed to contain two (2) 1-gallon containers.

Note: Due to the destruction of records by Hurricane Andrew, accurate quantities were unavailable for many buildings. When records for Homestead AFB were unavailable, quantities from Myrtle Beach AFB, South Carolina and England AFB, Louisiana (with similar mission support facilities) were used for estimating.

CFR = Code of Federal Regulation
NL = Not Listed

1.0 PURPOSE OF THE ENVIRONMENTAL BASELINE SURVEY

1.1 INTRODUCTION

Purpose. This Environmental Baseline Survey (EBS) documents the physical condition of Air Force real property on Homestead Air Force Base (AFB) resulting from the storage, use, disposal, and release of hazardous substances and petroleum products or their derivatives over the base's history. The EBS collects into a single document all available information to establish a baseline for use by the Air Force in making decisions concerning real property transactions.

Although primarily a management tool, the EBS also assists the Air Force in meeting its obligations under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended by the Community Environmental Response Facilitation Act (CERFA). An EBS is required by Department of Defense (DOD) policy before any property can be sold, leased, transferred, or acquired.

The EBS helps the Air Force to:

- Develop sufficient information to assess the health and safety risks on the property surveyed and determine what actions are necessary to protect human health and the environment prior to a real property transaction
- Support decisions for Finding of Suitability to Lease/Finding of Suitability to Transfer (FOSL/FOST) and aid in determining lease or deed restrictions
- Document and obtain regulatory concurrence on uncontaminated property as required and defined under CERCLA 120(h)(4)
- Support notice, when required under Section 120(h)(1) of CERCLA, of the type, quantity, and time frame of any storage, release, or disposal of hazardous substances or petroleum products or their derivatives on the property
- Identify data gaps concerning environmental contamination
- Define potential environmental liabilities associated with real property transactions
- Aid in determining possible effects on property valuation from any contamination/concerns identified.

Content of Environmental Baseline Survey Report. The information for the EBS was obtained through a records search, visual site inspections (VSIs), and interviews. The records search included a review of chain-of-title information, aerial photographs, and all available Air Force and other agency records to include environmental restoration and compliance reports, records, audits, and inspections. VSIs of the base property and facilities

were conducted. The EBS also included an assessment of environmental conditions on off-base properties immediately adjacent to or relatively near the base that could pose environmental concern and/or affect the subject property. Visual on-site inspections were also conducted on adjacent properties where access was obtained from the owner or operator. Interviews were conducted with current and former Air Force employees.

The Homestead AFB property was classified into the following seven categories:

- Category 1: Property where the records search, visual site inspection, and interviews identified no storage, release, or disposal of hazardous substances or petroleum products or their derivatives (including no migration of these substances from adjacent areas).
- Category 2: Property where only storage of hazardous substances or petroleum products or their derivatives has occurred (but no release, disposal, or migration from adjacent areas has occurred). This category also includes locations where only household and/or office chemicals were stored or used.
- Category 3: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action.
- Category 4: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, and all remedial actions necessary to protect human health and the environment have been taken.
- Category 5: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, removal and/or remedial actions are under way, but all required remedial actions have not yet been taken.
- Category 6: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, but required response actions have not yet been implemented.
- Category 7: Properties that have not been evaluated or require additional evaluation.

In accordance with DOD policy, property in the first four categories is environmentally eligible for lease or deed transfer. Property in the last three categories may be considered for leasing on a case-by-case basis but will not be considered for transfer until the necessary actions have been taken and the property has been reclassified into one of the first four categories. Property in all seven categories is eligible for transfer between federal agencies or departments.



011-1120114310
REC.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

145 COURTLAND STREET, N.E.
ATLANTA, GEORGIA 30365

April 22, 1996

4WD-FEB

Mr. Humberto Rivero
BRAC Environmental Coordinator
AFBCA/OL-Y
Homestead Air Reserve Base (ARB)
Homestead, Florida 33039-1299

SUBJ: FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCEL 6, HOMESTEAD AFB - MAY 31, 1995

Dear Mr. Rivero:

The Environmental Protection Agency (EPA) has completed its review of the subject document. The Agency did not comment or concur on this POST earlier, because we were under the mistaken impression that this transfer represented a "Federal to Federal" rather than a "pass through" transfer to the homeless provider.

In addition, the Agency has reviewed the February 6, 1995, Florida Department of Environmental Protection (FDEP), and the December 19, 1995, Dade County Environmental Resources Management (DERM) correspondence regarding the transfer of Parcel 6 at Homestead AFB in Homestead, Florida.

Additionally, the EPA has reviewed its own June 16, 1995 correspondence to you regarding this parcel. Through this correspondence, EPA concurred with your proposal to change the Parcel sites 990 and 996 from RCRA solid waste management units to Florida fuel sites under P.A.C. 62-770 guidelines.

To clearly understand the current remedial status of Parcel 6, the Agency has reviewed your recent Parcel 6 Environmental Status Update Memorandum, and the December 13, 1995, OHM Remediation Services Corporation Interim Status Report. Based on the above review, it is the Agency's understanding that no further remedial action is warranted for surficial (surface) soils within Parcel 6. Therefore, the potential for exposure to contaminated soil within this parcel does not exist.

However, EPA understands the remediation of the Light Nonaqueous Phase Liquid (LNAPL) found in groundwater within Parcel 6 is ongoing, and that the AFBCA will continue to pursue remediation at Building 996. We also understand that your remediation efforts will include residential standards, based on

EXHIBIT C

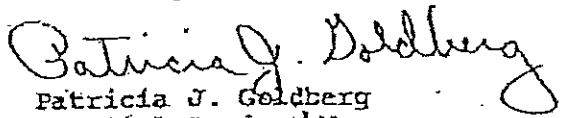
the proposed re (homeless center) of this area of the Parcel.

Because of the ongoing remediation, the parcel falls within the purview of CERCLA 120 (h) (3). EPA concurs, based on the information provided by the AFBCA at Homestead ARB, that all remedial action necessary to protect human health and the environment with respect to any substance remaining on the property has been taken before the date of the intended transfer.

Further, EPA concurs in the finding that "all remedial action" referenced above has been taken and I, via delegation of authority from the Administrator, agree that the remedy has been demonstrated to my satisfaction to be operating properly and successfully. Concomitantly, I have notified the Assistant Administrator of the Office of Solid Waste and Emergency Response of the above determination, based on my professional judgement predicated on information provided by the AFBCA and all other available sources.

Should you have any questions, please feel free to call me at (404) 347-3555, extension 2066.

Sincerely,


Patricia J. Goldberg
Remedial Project Manager
Base Realignment & Closure Team
Federal Facilities Branch

cc: Elliott Laws, OSWER, EPA
Pat McCullough, AFBCA
James Carter, DERM
Jorge Caspary, DFEP
Glenn Kaden, AFCEE
Captain Ed Miller, AFCEE
Taunya Howe, USACE

OFF. REC. 17287PC4980

ENVIRONMENTAL CONDITION REPORT

CERTIFICATION:

The information contained in the Environmental Baseline Survey (EBS) dated November 1993, as revised, and Supplemental Environmental Baseline Survey dated April 1, 1994 have been previously provided to the Dade County Homeless Trust and is true and complete to the extent of the knowledge and belief of the preparers. Each Party affirmatively states that it has had the opportunity to perform any inspections such party deems appropriate to adequately document the condition of the property and perform all inspections it deems appropriate for this transaction.

Having examined the property and the Environmental Baseline Survey, as supplemented and heretofore described, the undersigned representative of the Air Force certifies that to the best of his knowledge, the conditions of the premises and property that are subject of this transfer are as described in the Environmental Baseline Survey, and Supplement at the time of signing this certification. Furthermore, it is understood that the property described in the Environmental Baseline Survey and Supplement is as follows:

Parcel 6 as described in the Record of Decision, signed October 26, 1994. Said Parcel contains 75.47 acres, more or less.

THE UNITED STATES AIR FORCE:


MICHAEL P. REARDON
Site Manager, AFBCA/OL-Y


DATE: 1/22/96

REVIEW AND AGREEMENT:

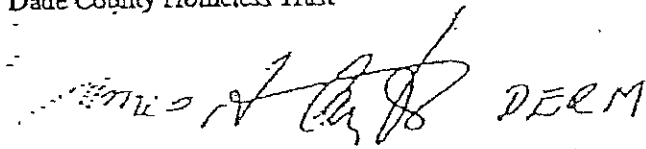
I have reviewed and agree that the descriptions and information contained in the Environmental Baseline survey and the supplemental Environmental Baseline Survey, within the limits of their methodology, correctly describe the agreed environmental condition of the deceded premises.

TRANSFeree:

Dade County Homeless Trust


SERGIO M. GONZALEZ, ESQ.
Executive Director
Dade County Homeless Trust

DATE: 1/30/96


DERM

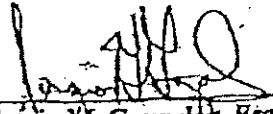
REF ID: A961
17287


Physical Condition Report


Homeless Air Force Base, Florida

On 22 January, 1996, Mr. Sergio M. Gonzalez, Executive Director, Dade County Homeless Trust, Humberto Rivera, Site Manager, Air Force Base Conversion Agency; Brian Brown, Real Estate Specialist, Air Force Base Conversion Agency, inspected the physical condition of the Homeless Parcel being transferred through the U.S. Department of Health and Human Services to Dade County Homeless Trust, Parcel #6 according to the Air Force Base Conversion Agency Parcelization Map and the Homeless Record of Decision signed by the Air Force on 26 October, 1994.

The video made of this inspection is on file with the Air Force Base Conversion Office, and copies will be furnished to the Dade County Homeless Trust. The video is an official part of these records and provides a detailed study of the condition.


Sergio M. Gonzalez, Esq.
Executive Director
Dade County Homeless Trust
dated 1/23/96


Humberto Rivera
Site Manager
AFBCA/OL-Y
dated 24 Jan 96


Brian E. Brown
Real Estate Specialist
AFBCA/OL-Y
dated 22 Jan 96



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
BUNNIE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: pulice@ix.netcom.com • CERTIFICATE OF AUTHORIZATION #B3870



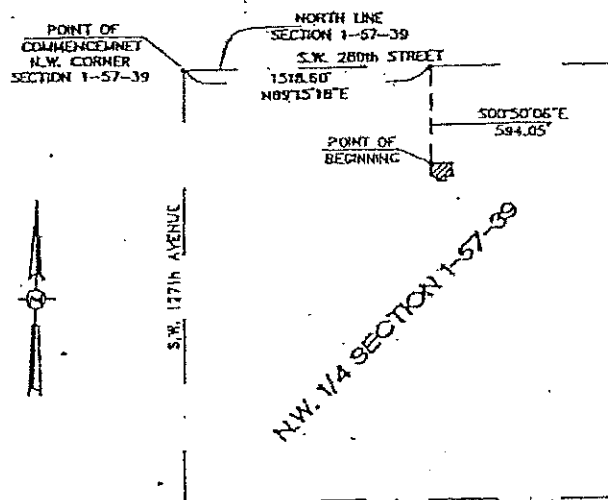
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:
A PORTION OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST,
DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE
RUN NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE
NORTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 1518.60 FEET
TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06
SECONDS EAST FOR A DISTANCE OF 594.05 FEET TO THE POINT OF
BEGINNING; THENCE RUN NORTH 89 DEGREES 09 MINUTES 54
SECONDS EAST FOR A DISTANCE OF 128.95 FEET TO A POINT;
THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST FOR
A DISTANCE OF 84.10 FEET TO A POINT; THENCE RUN SOUTH 89
DEGREES 09 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 39.80
FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06
SECONDS EAST FOR A DISTANCE OF 27.50 FEET TO A POINT;
THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54 SECONDS WEST FOR
A DISTANCE OF 49.35 FEET TO A POINT; THENCE RUN NORTH 00
DEGREES 50 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 27.50
FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54
SECONDS WEST FOR A DISTANCE OF 39.80 FEET TO A POINT;
THENCE RUN NORTH 00 DEGREES 50 MINUTES 06 SECONDS WEST FOR
A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING.
(CONTAINING: 12,202 SQUARE FEET)

NOTES:

1) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1-57-39 BEING N09°15'18"E.



LOCATION MAP
NOT TO SCALE

FILE: COMMUNITY PARTNERSHIP
SCALE: N/A
ORDER NO: 36144
SURVEY DATE: JULY 2, 1998
LAND LEASE
FOR: COMMUNITY PARTNERSHIP

58

Michael D. Flynn
John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Michael Charles Flynn, Reg. Land Surveyor #3261, State of Florida
Joy Kerr, Reg. Land Surveyor #5721, State of Florida

PLS



SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

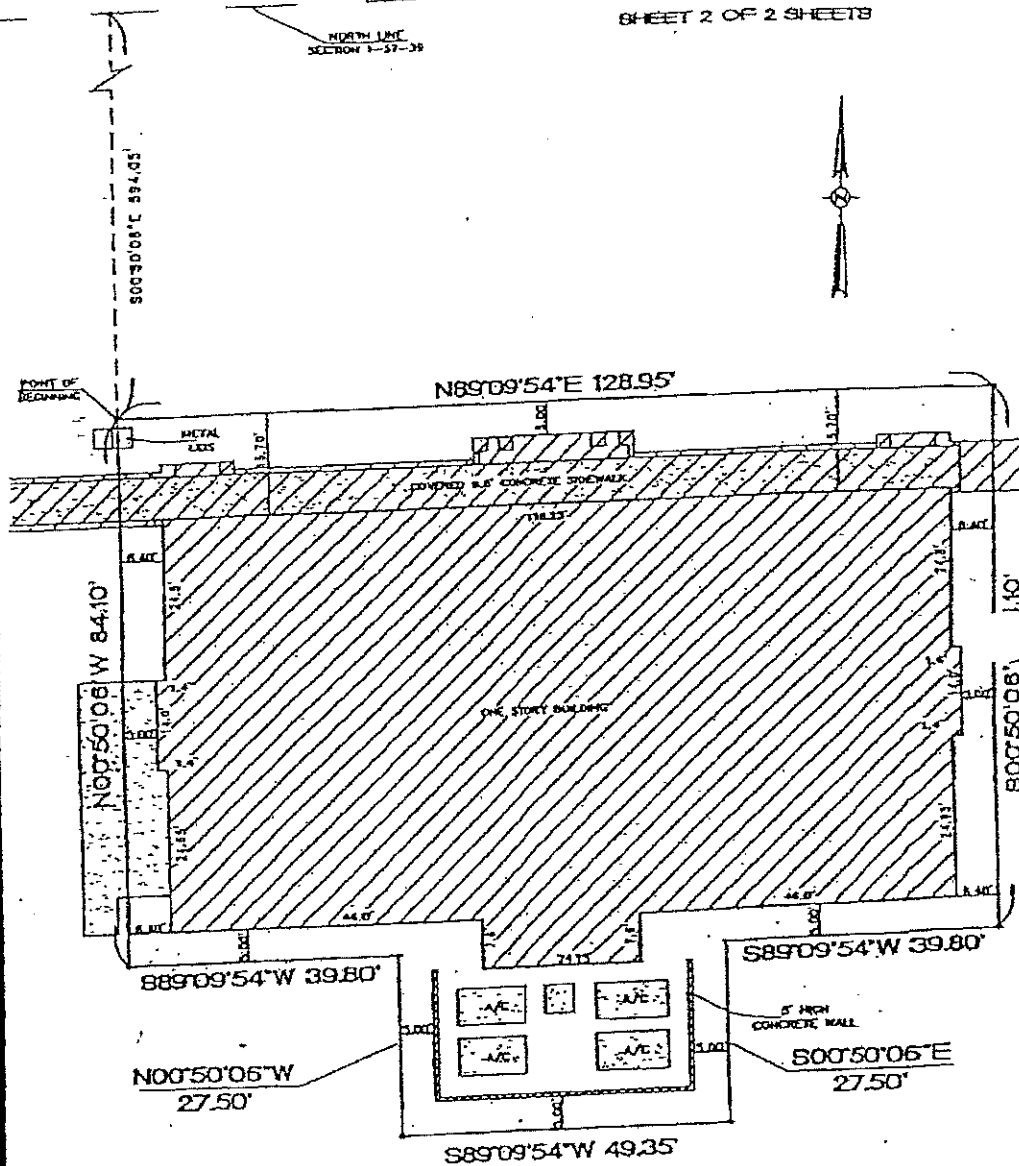
5381 NOB HILL ROAD
BUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: pulice@xnet.com • CERTIFICATE OF AUTHORIZATION #033870

18

SHEET 2 OF 2 SHEETS



FILE: COMMUNITY PARTNERSHIP

SCALE: 1" = 20'

ORDER NO.: 38144

SURVEY DATE: JULY 2, 1998

LAND LEASE

FOR: COMMUNITY PARTNERSHIP

60

John F. Pulice
John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Michael Charles Flynn, Reg. Land Surveyor #3281, State of Florida
Jay Karl, Reg. Land Surveyor #5721, State of Florida

OFF. 1728714982
REC.

Instrument was prepared by:
Name: Jerry B. Proctor
Address: Eckert Seamans Cherin & Mellott
701 Brickell Avenue, Suite 1850
Miami, Florida 33131

Space Reserved for Clerk

DECLARATION OF RESTRICTIONS

NOW ALL BY THESE PRESENTS that the undersigned, as Owner(s) of the following described real property (the "Property"), lying, being and situated in Dade County, Florida, and legally described as:

See attached Exhibit "A"

IN ORDER TO ASSURE the *Board of County Commissioners* of Dade County, Florida that the representations made to them by the Owner during consideration of Public Hearing No. 96-122 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That the Property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by Chisholm Architects entitled, "Homeless Assistance Center No. 2" dated the 24th day of May, 1996, said plan being on file with the Dade County Department of Planning, Development and Regulation, and by reference made a part of this agreement.
- (2) That in the development of the project, residential uses be limited to no more than three hundred (300) beds to serve persons in the Homeless Assistance Center ("HAC") and no more than two hundred (200) transitional housing units.
- (3) That in the development of the property, the Dade County Department of Planning, Development and Regulation has affirmed that the plans described in condition (1) above and the terms of this Declaration of Restrictions comply with Dade County's Comprehensive Development Master Plan ("CDMP"). Any modifications prior to development must obtain written approval of continued compliance from the Dade County Department of Planning, Development and Regulation.

OFF. 1728714983
REC.

Declaration of Restrictions
Page 2

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Dade County Department of Planning, Development and Regulation or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded in the public records of Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Dade County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner or a majority of the owners of all of the Property provided that the same is also approved by the Board of County Commissioners or the Zoning Appeals Board of Metropolitan Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration be so modified, amended or released, the Director of the Dade County Department of Planning, Development and Regulation or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Declaration of Restrictions
Page 3

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit, pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Department of Planning, Development and Regulation to Withhold Permits and Inspections. In the event payments or improvements are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Dade County Department of Planning, Development and Regulation is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment or Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Dade County, Florida at the cost of the Owner following the adoption by the Dade County Board of County Commissioners of a resolution approving the Application.

OFF. 17287PC4985
REC.

Declaration of Restrictions

Page 4

Signed, sealed, executed and acknowledged this 25 day of July, 1996

METROPOLITAN DADE COUNTY, FLORIDA

By: [Signature]
For Armando Vidal, County Manager

Witnessed by:

Print Name: GERRI FLUGRATH
[Signature]

Print Name: Barbara M. Golphid
Barbara M. Golphid

STATE OF FLORIDA)
)
COUNTY OF DADE).

The foregoing instrument was acknowledged before me this 25th day of July, 1996, by Armando Vidal, County Manager, Metropolitan Dade County, Florida who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

OFFICIAL NOTARY SEAL
GENORIA DAVIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC234798
MY COMMISSION EXP. NOV. 27, 1996

My Commission Expires: 11/27/96

Name: Genoria Davis
Commission No.: CC 234798
Notary Public
State of Florida at Large



SUBJECT PROPERTY: EXHIBIT "A": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 1,129.07' to a point; thence run S0°45'1"E for a distance of 122.05' to the Point of beginning #3; thence run N89°15'18"E for a distance of 887.79' to a point; thence run S0°48'10"E for a distance of 340.58' to a Point of curvature of a circular curve concave to the east; thence run S/ly along the arc of said curve, having a radius of 103', through a central angle of 46°5'21" for an arc distance of 82.85' to a Point of tangency; thence run S46°53'31"E for a distance of 242.32' to a point; thence run S42°59'51"W for a distance of 265.14' to a point; thence run N46°48'35"W for a distance of 74.42' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 138.6', through a central angle of 35°45'22" for an arc distance of 86.5' to a Point of tangency; thence run N82°33'58"W for a distance of 717.19' to a point; thence run S34°19'30"W for a distance of 121.29' to a point; thence run S89°15'18"W for a distance of 354.91' to a point; thence run N0°45'1"W for a distance of 626.14' to a point; thence run N89°15'18"E for a distance of 353.4' to a point; thence run N0°45'1"W for a distance of 56.26' to the Point of beginning.

AND:

EXHIBIT "B": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 75' to the Point of beginning #1; thence continue N89°15'18"E for a distance of 1,054.07' to a point; thence run S0°45'1"E for a distance of 178.31' to a point; thence run S89°15'18"W for a distance of 353.4' to a point; thence run S0°45'1"E for a distance of 626.14' to a point; thence run N89°15'18"E for a distance of 354.91' to a point; thence run N89°15'18"E for a distance of 354.91' to a point; thence run N34°19'30"E for a distance of 121.29' to a point; thence run S82°33'58"E for a distance of 717.19' to a Point of curvature of a curve concave to the Southwest; thence run SE/ly along the arc of said curve, having a radius of 138.6', through a central angle of 35°45'22", for an arc distance of 86.5' to a Point of tangency; thence run S46°48'35"E for a distance of 126.89' to a Point of curvature of a circular curve concave to the Southwest; thence run S/ly along the arc of said curve, having a radius of 148.3' through a central angle of 46°49'12" for an arc distance of 123.39' to a Point of tangency; thence run S11°43'30"E for a distance of 83.77' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve,

EXHIBIT "A"

OFF.
REC. 17287 4987

having a radius of 151', through a central angle of $46^{\circ}49'12''$, for an arc distance of 123.39' to a Point of tangency; thence run $S35^{\circ}5'42''W$ for a distance of 70.19' to a point on the arc of a circular curve concave to the south, the center of which bears $S3^{\circ}9'36''W$ from said point; thence run W/ly along the arc of said curve, having a radius of 818', through a central angle of $3^{\circ}15'2''$, for an arc distance of 46.41' to a Point of tangency; thence run $S89^{\circ}54'34''W$ for a distance of 1,962.74' to a point; thence run $N0^{\circ}5'26''W$ along the east right-of-way line of S.W. 127th Avenue for a distance of 1,243.32' to the Point of beginning.

AND:

Commence at the Northwest corner of the NW $\frac{1}{4}$ of said Section 1; thence $S0^{\circ}5'26''E$ along the centerline of Coral Sea Boulevard and the west line of said NW $\frac{1}{4}$ of Section 1 for 85' to a Point of intersection with a line lying 85° S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW $\frac{1}{4}$ of said Section 1; thence $N89^{\circ}15'18''E$ along said parallel line for 1,054.07' to the Point of beginning #2; thence continue $N89^{\circ}15'18''E$ for a distance of 1,402.49' to a point; thence run $S0^{\circ}44'42''E$ for a distance of 409.88' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve, having a radius of 87.5', through a central angle of $44^{\circ}32'45''$ for an arc distance of 68.03' to a Point of tangency; thence run $S43^{\circ}48'3''W$ for a distance of 126.8' to a Point of curvature of a circular curve concave to the Southeast; thence run SW/ly along the arc of said curve, having a radius of 215', through a central angle of $45^{\circ}10'56''$ for an arc distance of 169.54' to a Point of tangency; thence run $S1^{\circ}22'53''E$ for a distance of 69.63' to a point on the arc of a circular curve concave to the north, the center of which bears $N0^{\circ}31'49''E$ from said point; thence run W/ly along the arc of said curve, having a radius of 131', through a central angle of $42^{\circ}34'40''$ for an arc distance of 97.35' to a Point of tangency; thence run $N46^{\circ}53'31''W$ for a distance of 304.78' to a Point of curvature of a circular curve concave to the Northeast; thence run N/ly along the arc of said curve, having a radius of 103', through a central angle of $46^{\circ}5'21''$ for an arc distance of 82.85' to a Point of tangency; thence run $N0^{\circ}48'10''W$ for a distance of 340.58' to a point; thence run $S89^{\circ}15'18''W$ for a distance of 887.79' to a point; thence run $N0^{\circ}45'1''W$ for a distance of 122.05' to the Point of beginning.

AND:

EXHIBIT "C": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:-

Commence at the Northwest corner of the NW $\frac{1}{4}$ of said Section 1; thence $S0^{\circ}5'26''E$ along the centerline of Coral Sea Boulevard and the west line of said NW $\frac{1}{4}$ of Section 1 for 85' to a Point of intersection with a line lying 85° S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW $\frac{1}{4}$ of said Section 1; thence $N89^{\circ}15'18''E$ along said parallel line for 2,531.56' to a point; thence run $S0^{\circ}44'42''E$ for a distance of 409.88' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve, having a radius of 87.5', through a central angle of $44^{\circ}32'45''$, for an arc distance of 68.03' to a Point of tangency; thence run $S43^{\circ}48'3''W$ for a distance of 126.8' to a Point of curvature of a circular curve concave to the Southeast; thence run SW/ly along the arc

OFF- 17287P4988
REC.

of said curve, having a radius of 215', through a central angle of $45^{\circ}10'56''$, for an arc distance of 169.54' to a Point of tangency; thence run $S1^{\circ}22'53''E$ for a distance of 69.63' to the Point of beginning #4; thence continue $S1^{\circ}22'53''E$ for a distance of 146.12' to a Point of curvature of a circular curve concave to the Northeast; thence run SE/ly along the arc of said curve, having a radius of 219.5', through a central angle of $89^{\circ}16'21''$, for an arc distance of 342' to a Point of tangency; thence run $N89^{\circ}20'46''E$ for a distance of 229.07' to a Point of curvature of a circular curve concave to the Southwest; thence run SE/ly along the arc of said curve, having a radius of 223', through a central angle of $49^{\circ}41'24''$, for an arc distance of 193.4' to a Point of tangency; thence run $S40^{\circ}57'50''E$ for a distance of 317.86' to a point; thence run $S49^{\circ}2'10''W$ for a distance of 469.81' to a point; thence run $N40^{\circ}57'50''W$ for a distance of 285.06' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 818', through a central angle of $45^{\circ}52'34''$ for an arc distance of 654.96' to a Point of non-tangency; thence run $N35^{\circ}5'42''E$ for a distance of 70.19' to a Point of curvature of a circular curve concave to the west; thence run N/ly along the arc of said curve, having a radius of 151', through a central angle of $46^{\circ}49'12''$ for an arc distance of 123.39' to a Point of tangency; thence run $N11^{\circ}43'30''W$ for a distance of 83.77' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 148.3', through a central angle of $46^{\circ}49'12''$, for an arc distance of 123.39' to a Point of tangency; thence run $N46^{\circ}48'35''W$ for a distance of 52.47' to a point; thence run $N42^{\circ}59'51''E$ for a distance of 265.14' to a point; thence run $S46^{\circ}53'31''E$ for a distance of 62.46' to a Point of curvature of a circular curve, concave to the north; thence run E/ly along the arc of said curve, having a radius of 131', through a central angle of $42^{\circ}34'40''$, for an arc distance of 97.35' to the Point of beginning.

LOCATION: South of theoretical S.W. 280 Street and north of theoretical S.W. 286 Street from theoretical S.W. 127 Avenue to theoretical S.W. 120 Avenue, Dade County, Florida.

SIZE OF PROPERTY: 75.5 Acres

AU: (Agricultural - Residential)

BU-1A (Business - Limited)

RU-4L (Limited Apartment House 23 units/net acre)

IU-1 (Industry- Light)

LESS:

3 of 4

OFF. 17287PC4989
REC.

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 37 SOUTH, RANGE 38 EAST, DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 88 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 7 FOR 2577.46 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 42 SECONDS EAST FOR 481.51 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 30 MINUTES 13 SECONDS FOR 158.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43 DEGREES 48 MINUTES 31 SECONDS WEST FOR 126.70 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 08 MINUTES 04 SECONDS FOR 120.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 22 MINUTES 33 SECONDS EAST FOR 225.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 14 MINUTES 37 SECONDS FOR 289.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 20 DEGREES 20 MINUTES 50 SECONDS EAST FOR 248.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 48 DEGREES 41 MINUTES 18 SECONDS FOR 173.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 57 MINUTES 31 SECONDS EAST FOR 423.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 33 DEGREES 38 MINUTES 28 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 16 SECONDS FOR AN 221.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 02 MINUTES 10 SECONDS WEST FOR 313.38 FEET TO A POINT; THENCE NORTH 40 DEGREES 57 MINUTES 50 SECONDS WEST FOR 100.82 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 47 MINUTES 34 SECONDS WEST FROM SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 25 MINUTES 34 SECONDS FOR 383.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,399 SQUARE FEET.

NOTES

- 1) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
- 2) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1 BONG MINISTUTE.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

4 of 4

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.



Miami-Dade County through its Homeless Trust

With

Redland Ahead, Inc.

Services Agreement

Verde Gardens Farm Component

AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND
REDLAND AHEAD, INC.
FOR THE VERDE GARDENS FARM COMPONENT

This VERDE GARDENS FARM COMPONENT SERVICES AGREEMENT (the "Services Agreement" or "Agreement"), is entered into on this 11th day of October, 2018, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (the "County") and REDLAND AHEAD, INC., a Florida non-profit corporation ("Redland Ahead").

WHEREAS, on June 28, 1996 the Department of Health and Human Services ("HHS") conveyed to the County an 84.16-acre tract of real property located on the former Homestead Air Force Base ("HAFB Property"), pursuant to Title V of the Stewart B. McKinney Act, by quitclaim deed (the "Quitclaim Deed") for temporary housing and related services for the benefit of homeless persons as provided in the DHHS-Approved Program and Plan and incorporated into the Quitclaim Deed;

WHEREAS, in May 2008, at the request of the Miami-Dade County Homeless Trust (the "Homeless Trust"), HHS approved a modification to the Approved Program and Plan incorporated into the Quitclaim Deed, granting the County permission to develop approximately fifty-two (52) acres of HAFB Property as permanent supportive housing for homeless families ("Permanent Supportive Housing"), as well as a produce/landscape nursery and a farmer's market/retail complex to benefit homeless individuals;

WHEREAS, in 2008, pursuant to Resolution No. 525-08, the Board of County Commissioners ("BCC") approved the issuance of the County's Request for Applications ("RFA") to enter into contracts and/or agreements with a development partner for the approximately fifty-two (52) acres of undeveloped land on the HAFB Property. Pursuant to Resolution No. 525-08, the County developed a lease with the non-profit housing provider, Carrfour Supportive Housing, Inc. ("Carrfour"), the entity selected as development partner under the RFA and subsequently submitted the lease to the BCC for review and approval. Pursuant to Resolution No. 1238-08, the BCC approved a lease between the County and Carrfour;

WHEREAS, in 2009 the County entered into a Lease Agreement and a Services Agreement with Carrfour, to develop and operate a Permanent Supportive Housing project ("Housing Component"), and a produce/landscape nursery and farmer's market/retail complex ("Farm Component"), collectively, the "Verde Gardens Complex";

WHEREAS, the mission of the Farm Component is to provide employability skills training and re-entry jobs for homeless persons; facilitate such persons' involvement in a small/micro-enterprise business; provide fresh produce to residents of housing programs located on the HAFB Property and the community at large; and promote healthy eating habits for such persons (the "Objectives");

WHEREAS, in 2017, Carrfour, with the County's approval, determined to secure the services of Redland Ahead, Inc., a not-for-profit organization with expertise in sustainable and productive organic farms and nurseries, in furtherance of the Farm Component's Objectives;

WHEREAS, on December 11, 2017, Carrfour and Redland Ahead entered into an agreement, with the County's approval, for Redland Ahead's services for the Farm Component and in furtherance of the Objectives;

WHEREAS, the County now desires to enter into a direct Services Agreement with Redland Ahead, as may be modified from time to time, for the maintenance, operation, and improvement of the Farm Component;

WHEREAS, the County agrees to allow Redland Ahead to have access to and use the Farm Component portion of the Verde Gardens Complex in order to facilitate the provisions of the aforementioned services, consistent with the allowable uses of such land pursuant to the Quitclaim Deed, attached and incorporated herein as Attachment A;

WHEREAS, the County agrees to amend and restate the services agreement with Carrfour, for the continued operation, maintenance, and improvement of the Housing Component;

WHEREAS, Redland Ahead's Services Agreement is being entered into simultaneously with the County's services agreement and its attached scope of services with Carrfour, attached and incorporated herein as Attachments B and C, respectively, with both Redland Ahead and Carrfour subject to the continuing 2008 Lease Agreement with Carrfour for the Verde Gardens Complex, attached and incorporated herein and as amended as Attachment D (collectively, the 2008 Lease Agreement and all amendments and renewals, hereinafter referred to as the "Lease Agreement"); and

WHEREAS, the Parties hereby agree that Redland Ahead shall manage, operate, and improve the Farm Component, in furtherance of the Objectives and consistent with the allowable uses of such land pursuant to the Quitclaim Deed, and pursuant to the terms herein.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual agreements between the County and Redland Ahead, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

The foregoing recitals are true and correct and constitute part of this Agreement.

II. STATEMENT OF WORK / SCOPE OF SERVICES

A. Activities

1. Redland Ahead shall carry out the activities specified in the "Scope of Services"; whereby, Redland Ahead agrees to improve, manage and operate all components of the Farm Component as described in the Scope of Services which is attached and incorporated herein as Attachment E.
2. Redland Ahead shall improve, manage, and operate the Farm Component in accordance with all applicable local, State, and Federal regulations and requirements, including but not limited to any laws relating to background screening, licensure, certification, confidential information, Section 119.0701, Florida Statutes, as relates to public records, and requirements delineated in the Scope of Services.

III. TERM

The "Initial Term" of this Agreement shall be effective upon signing and expire September 30, 2021. Upon expiration of the Initial Term, this Agreement may be extended for the purposes of operating and maintaining the Farm Component, with the consent of both Parties. In an effort to run concurrent

with the Lease Agreement, this Agreement may be extended up to and including the termination date of the Lease Agreement, with the written consent of both Parties.

IV. FUNDS AND FINANCIAL MANAGEMENT

A. County Capital Improvement Funds and Budgets:

1. The County has allocated a one-time, non-recurring capital funding from the County's Food & Beverage funds, in the amount of **\$180,000**, for capital improvements to the Farm Component ("Farm Capital Improvement Funds"). The Parties agree that the following capital expenses will be funded with the Farm Capital Improvement Funds:

- a. Electricity for the Verde Gardens Farm Component.
- b. Refrigeration to support operations of the Verde Gardens Farm Component.
- c. Fencing to enclose the 22-acre Verde Gardens Farm Component.
- d. Security Camera(s) at the entrance/exit of the Farm Component.
- e. Other capital improvements, as reasonably determined by the Parties.

For the avoidance of doubt, no representation or obligation is made or assumed by either Party that the Farm Capital Improvement Funds shall be sufficient to fund the above capital expenses.

Redland Ahead's proposed expenditures of Farm Capital Improvement Funds are subject to pre-approval by the County, approval which shall not be unreasonably withheld. Redland Ahead shall submit a budget of proposed expenditures for approval ("Farm Capital Improvement Budget").

2. The Miami-Dade County Department of Public Housing and Community Development ("PHCD") has allocated **\$171,000** in federal Community Development Block Grant ("CDBG") funds to the Homeless Trust for the 2017-2018 program year for the specific purpose of installing fencing to enclose the 22-acre Farm Component (the "CDBG Funds"). The Homeless Trust will reimburse Redland Ahead for expenses incurred for such fencing installation. Redland Ahead shall provide the Homeless Trust with a budget and scope for the use of the CDBG Funds and any other documentation required by PHCD. Redland Ahead must comply with all CDBG rules and regulations as interpreted by PHCD, including, but not limited to, procurement, expenditure and documentation rules, regulations, and processes. All CDBG Funds for fencing shall be expended, to the extent reasonably possible, prior the use of Farm Capital Improvement Funds for fencing.
3. Subject to the availability of funds, the County will annually allocate **\$100,000** toward eligible capital expenses, generally defined as those expenses, other than general repairs resulting from regular wear and tear, of the Verde Gardens Complex ("Verde Gardens Complex Capital Funds"). No later than May 31st of each year under this Agreement, Redland Ahead shall submit an itemized list, including projected cost of capital expenses in order of priority for the Farm Component. Carrfour under its services agreement with the County will be subject to the same obligation for the Housing Component. Upon receipt of both lists, the County will determine, based on need and in its sole discretion, the allocation of the Verde Gardens Complex Capital Funds between the components of the Verde Gardens Complex. The County agrees that any delay by Carrfour to submit its

itemized list by the due date shall not delay the County's allocation of the Verde Gardens Complex Capital Funds to Redland Ahead.

4. Under the 2009 Verde Gardens Complex Service Agreement between the County and Carrfour, as amended by the Third Amendment fully executed on December 18, 2017, the County agreed to provide up to \$100,000 during fiscal year 2017-2018 in Verde Gardens Complex Capital Funds. Pursuant to the terms of the 2009 Verde Gardens Complex Service Agreement, the Verde Gardens Complex Capital Funds must be pro-rated for fiscal year 2017-2018 with no more than \$83,333.33 reimbursed between October 1, 2017 and May 31, 2018. No later than fifteen (15) days of the effective date of this Agreement, Carrfour and Redland Ahead must each prepare and submit an itemized list, including projected cost of capital expenses, in order of priority for the remainder of the 2017-2018 Verde Gardens Complex Capital Funds. Upon receipt of both lists, the County, based on need and in its sole discretion, will determine the allocation of the remaining 2017-2018 Verde Gardens Complex Capital Funds between the components of the Verde Gardens Complex. The County agrees that any delay by Carrfour to submit its itemized list by the due date shall not delay the County's allocation of the 2017-2018 Verde Gardens Complex Capital Funds to Redland Ahead. The Parties will work cooperatively to identify third party funding to operate the Farm Component.
5. Availability of funding is at the County's sole discretion. The County shall be the final and sole authority in determining whether or not funds are available. If the County determines funds are or become unavailable, the County shall advise Redland Ahead of said unavailability, as soon as reasonably possible, in writing, in accordance with the terms herein. Redland Ahead is not obligated to make capital repairs to the Farm Component if the County does not provide funding to perform the capital repairs.
6. Unless waivers are secured, Redland Ahead will be required to comply with County requirements applicable to capital improvements on this County-owned land. Redland Ahead agrees to comply with the provisions of any and all applicable Federal and State laws, and the County's orders, statutes, and ordinances.

B. Method of Payment and Financial Management

1. County's payment for pre-approved expenditures of the Farm Capital Improvement Funds, the CDBG Funds, and Redland Ahead's allocation of the Verde Gardens Complex Capital Funds are on a cost-reimbursement basis and made directly to Redland Ahead.
2. All requests for reimbursements shall utilize a County-provided "Invoice Form", as may be amended from time to time. The Invoice Form shall be signed by the Executive Director and the Financial Officer (or such similar executive positions) of Redland Ahead, and validated by the Homeless Trust's assigned Contract Officer, Contracts Management and Monitoring Supervisor, Budget Manager, and Executive Director. The County reserves the right to reasonably request additional substantiating documentation or corrected invoices from Redland Ahead to support any Invoice Form request, in which case the County shall promptly notify Redland Ahead. The County will reimburse Redland Ahead's Invoice Form within twenty-one (21) business days from the date Redland Ahead properly submits an Invoice Form with all of substantiating

documentation.

3. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
 4. Payment will be limited to only those costs included in the proposed expenditures submitted to the County, which are incurred in accordance with the terms of this Agreement. All requests for payments shall be submitted to the County along with supporting documentation for all expenditures, which shall include, but not be limited to, any signed invoices and canceled checks. The County will reimburse Redland Ahead's Invoice Form within twenty-one (21) business days from the date Redland Ahead properly submits an Invoice Form with all of substantiating documentation.
 5. The Parties agree that Redland Ahead may request a revision to the Farm Capital Improvement Budget or the expenditures listed for the Redland Ahead's allocation of Verde Gardens Complex Capital Funds. However, such revisions shall be subject to review and approval by the County. Such requests will only be considered if submitted no later than thirty (30) days prior to the expiration of this Agreement and any extensions thereto.
- C. Within thirty (30) days of the termination or expiration of the Initial Term of this Agreement and any extensions thereto, and at least annually, report of expenditures shall be submitted to the County. If after the receipt of such annual or final report at the termination or expiration of this Agreement, the County determines that Redland Ahead has been paid funds not in compliance with the Agreement, and to which it is not entitled, Redland Ahead will be required to return such funds to the County or submit documentation demonstrating that the expenditure complied with this Agreement. The County shall have the sole discretion to determine if Redland Ahead is entitled to such funds. The County shall exercise its discretion in a reasonable manner.

V. RECORDS AND REPORTS

A. Records

1. "Records" are any and all books, records, client files (including client progress reports, referral forms, etc.), documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic, or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received, or compiled by or at the director of Redland Ahead or any subcontractor directly or indirectly related to the duties and obligations required by terms herein, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives, diskettes, or surveys.
2. Redland Ahead must maintain Records that document all actions to comply with this Agreement, including those on race, ethnicity, gender, and disability status data; and those in accordance with generally accepted accounting principles, procedures, and practices as required in Circular OMB-122 which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County

pursuant to the terms of this Agreement which shall include but not be limited to a cash receipt journal, cash disbursement journal, general ledger, and all such subsidiary ledgers as may be reasonably necessary.

3. Redland Ahead shall provide to the County, upon reasonable request by the County, all Records. The requested Records shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by Redland Ahead at any time upon reasonable request by the County. The County shall have unlimited rights to all books, articles, or other copyrightable materials, developed in the performance of this Agreement. These unlimited rights include the rights of royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for public purposes.
4. Redland Ahead shall ensure that the Records shall at all times be subject to and available for full access and review, inspection, or audit by County and Federal personnel and any other persons so authorized by the County, upon reasonable notice.
5. Redland Ahead shall include in all the County-approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by the County, each of the record-keeping and audit requirements detailed in this Agreement. The County shall, in its sole and absolute discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described in this Agreement. These Records shall be maintained as pursuant to this Agreement.
6. If Redland Ahead received funds from or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, then Redland Ahead shall provide to the County a copy of each report and any follow-up communications and reports immediately upon such issuance unless such a disclosure is a violation of those agencies' rules.

B. Reports

1. Redland Ahead shall submit to the County the reports described below or any other document related to the terms of this Agreement in whatever form, manner, or frequency as may be requested by the County, (collectively, the "Reports"). These Reports will be used for monitoring Redland Ahead's progress, performance, and compliance with applicable County and Federal requirements.
 - a. *Progress Reports* -- Redland Ahead shall submit quarterly "Progress Reports" which shall describe the progress made by Redland Ahead in achieving each of the objectives identified in the Scope of Services. Progress Reports shall explain Redland Ahead's progress, including comparisons of actual versus planned progress for the prior quarter. Progress Reports are due within fifteen (15) days following the end of each quarter.
 - b. *Budgets* -- Redland Ahead will submit to the County a yearly projected operating (revenue and expenses) budget for the entirety of the Farm Component on a fiscal year running from October through September for each year under this Agreement,

no later than ninety (90) days before the start of the fiscal year, which is October 1. A projected operating budget for the period commencing January 1, 2018 through September 30, 2018 is incorporated into this Agreement as **Attachment F**. Together with the Progress Reports, Redland Ahead shall provide the County a quarterly expense/income report within fifteen (15) days of the end of the quarter. No later than ninety (90) days following the end of the fiscal year, Redland Ahead will submit a Revenue and Expense Statement comparing actual revenue and expenses against the fiscal budget to the County.

- c. *Audit Reports* – Redland Ahead shall provide two (2) copies of an annual certified public accountant's opinion and related financial statements on the Farm Component to the County, provided such opinion is conducted and prepared, no later than one-hundred and eighty (180) calendar days following the end of Redland Ahead's fiscal year, for each year during which this Agreement remains in force or until all funds earned under this Agreement have been so audited, whichever is later.
- d. *Continuity of Operations* – By May each contract year, Redland Ahead shall submit to the County a detailed emergency plan, the Continuity of Operations ("COOP"), which describes the process and procedures established by Redland Ahead to ensure the safety and well-being of the Residents (as defined below) participating in Redland Ahead's Farm Component activities or programs through this Agreement in the event of an emergency. An emergency, for purposes of this Agreement, includes, but is not limited to, natural disasters (i.e. hurricanes, floods), cold weather emergencies, fire, etc.
- e. *Incident Reports* – Redland Ahead will report to the County information related to any critical incidents during the administration of its program. Redland Ahead must, within twenty-four (24) hours of the incident, submit in writing a detailed account of the incident to the assigned Homeless Trust contract officer/administrative officer.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

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

The County shall, to the extent permitted by Florida Statutes Section 768.28, defend, indemnify, and hold harmless Redland Ahead and its directors, officers, employees, agents, and affiliates (collectively the "Redland Ahead Indemnified Parties") from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) ("Claims") which arise out of, relate to, or result from any act or omission of the County, except to the extent that such Claims result from, in whole or in part, the negligence, unlawful or wrongful acts of the Redland Ahead Indemnified Parties.

B. Insurance

1. Redland Ahead shall furnish to Miami-Dade County Homeless Trust, 111 NW 1st Street, Suite 27-310, Miami, Florida 33128, Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:
 - a. The following insurance must be kept in full force throughout the duration of the Agreement:
 - i. Worker's Compensation Insurance pursuant to Chapter 440, Florida Statutes.
 - ii. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 - iii. Automobile Liability Insurance covering owned, non-owned and hired vehicles used in connection with the Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - b. Miami-Dade County must be named as an "additional insured" party.
 - c. Redland Ahead shall ensure that all applicable insurance certificates required in conjunction with this project remain in full force and effect for the duration of the agreement.
 - d. All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - i. *Insurance Rating.* The Insurance Company must either: (a) be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or (b) hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
 - e. Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

- f. Compliance with a portion of the foregoing requirements shall not relieve Redland Ahead of any liability or obligation under any section of Scope of Services.
2. Notwithstanding anything to the contrary contained above, the County will be responsible for providing property insurance for all improvements constructed hereunder on an "all risk" basis with limits deemed reasonable by the County. The County shall be responsible for maintaining such insurance for the duration of this Agreement.

The process by which Redland Ahead shall submit claims under the County's property insurance for all improvements is attached hereto as **Attachment G**.

VII. AFFIDAVITS

A. County-Required Affidavits:

Redland Ahead must complete and notarize, Miami-Dade County Required Affidavits (**Attachment H**), Lobbyist Registration for Oral Presentation (**Attachment H**) and Florida Statutes, on Public Entity Crimes (**Attachment H**), acknowledging compliance with the following Miami-Dade County Affidavits:

1. Disability Nondiscrimination Affidavit **Attachment H, Section VII**.
2. Family Leave Plan Affidavit **Attachment H, Section V**.
3. Drug-free Workplace Affidavit-Ordinance No. 92-15 **Attachment H, Section V**.
4. Miami-Dade County Disclosure Affidavit **Attachment H, Section I**.
5. Miami-Dade County Employment Disclosure Affidavit **Attachment J, Section II**.
6. All providers are advised that in accordance with Section 2-11.1 (s) of the Code of Miami-Dade County, the Lobbyists Registration for Oral Presentation Affidavit, **Attachment I**, **MUST** be completed, notarized, and included with the Agreement. Lobbyist specifically includes the principal, as well as any agent, officer, or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.
7. Miami-Dade County Criminal Record Affidavit **Attachment H, Section IV**.
8. Delinquent and Currently Due Fees or Taxes -Redland Ahead has duly executed the Affidavit regarding "Delinquent and Currently Due Fees or Taxes" as required by Section 2-8.I(c) of the County Code and that affidavit is attached hereto as **Attachment H, Section VIII**. Redland Ahead understands that the County has relied on the aforementioned representation in entering this Contract.
9. Affirmative Action/Nondiscrimination of Employment, Promotion and Procurement Practices (County Ordinance 98-30) **Attachment H, Section III**.
 - a. Project Fresh Start (Resolutions R-702-98 and 358-99) **Attachment H, Section X**.

B. Legal Requirement:

Redland Ahead agrees to comply with the provisions of any and all applicable Federal, State laws and the County's orders, statutes and ordinances, including but not limited to:

1. Redland Ahead agrees to abide by Chapter IIA of the Code of Miami-Dade County ("**County Code**"), as amended, which prohibits discrimination in employment and public accommodations.

2. Where applicable, Redland Ahead agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part there will be no discrimination of race, color, sex, religious background, ancestry or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Agreement.
3. It is further understood that Redland Ahead must submit an affidavit attesting that it is not in violation of the American with Disabilities Act, the Rehabilitation Act, and the Federal Transit Act, 49 USC § 1612. If Redland Ahead or any owner, subsidiary, or Related Party (as defined below) of Redland Ahead is found by the responsible enforcement agency, the Courts, or the County to be in violation of these Acts, the County will conduct no further business with Redland Ahead. Any contract entered into based upon a false affidavit shall be voidable by the County. If Redland Ahead violates any of the Acts during the term of any contract Redland Ahead has with the County, such contract shall be voidable by the County, even if Redland Ahead was not in violation at the time it submitted its affidavit.
4. Redland Ahead agrees that it is in compliance with the Domestic Violence Leave, codified as § II-A60 et. Seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Redland Ahead.
5. Redland Ahead also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides in part that there shall be no discrimination against persons in any area of employment because of age. Redland Ahead agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. Redland Ahead agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).
6. Redland Ahead agrees to abide by 24 CFR 578.87(b) governing faith-based organizations.
7. Redland Ahead covenants and agrees to comply with Section 10-38 of the County Code, which prevents Construction Managers, Subcontractors, their officers, their principals, stockholders, and their Affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. It is Redland Ahead's responsibility to ascertain that none of the Subcontractors, their officers, principals or Affiliates, as defined in the County Code, are debarred by the County pursuant to Section 10-38 of the County Code and Administrative Order 3-2. If this Agreement is entered into in violation of Section 10-38 of the County Code, this Agreement is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

C. Payment and Performance Bond:

Pursuant to and in accordance with Section 255.05, Florida Statutes, Redland Ahead and each prime contractor performing any part of improvements to the project specified in this Contract with all Attachments hereto, requires Redland Ahead to obtain and thereafter at all times during the performance of the development work maintain a combined performance bond and labor and material payment bond for the development Work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the development work, as it may be amended from time to time. Redland Ahead shall deliver within ten (10) days prior to the commencement of construction of any improvements, at its own cost and expense, this payment and performance bond with a surety meeting the qualifications acceptable to the General Services Administration's Risk Management Division of Miami-Dade County. The bond shall be for the full amount of contemplated development work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers, and materialmen.

VIII. SUSPENSION AND TERMINATION

A. Suspension

1. The County may, in whole or in part, for reasonable cause, temporarily suspend Redland Ahead's construction and/or operations as set forth in the attached Scope of Services, and the County's authority to obligate funds or withhold related payments to Redland Ahead, pending necessary corrective action by Redland Ahead. Suspension under this Article VIII-A(1) will take effect ten (10) business days after receipt of written notice by the County to Redland Ahead, unless Redland Ahead remedies the problem to the satisfaction of the County within that cure period. All eligible expenses incurred prior to Redland Ahead's receipt of the written notice shall be reimbursed by the County. If the County suspends funding, Redland Ahead is under no obligation to continue managing, improving, or otherwise operating the Farm Component.
2. Reasonable cause shall be determined in the County's reasonable discretion and may include:
 - a. Ineffective or improper use by Redland Ahead of any funds provided hereunder;
 - b. Failure by Redland Ahead to materially comply with any terms, conditions, representations, or warranties contained herein;
 - c. Failure by Redland Ahead to submit any documents required herein; or
 - d. Redland Ahead's submittal of incorrect or incomplete required documents.

B. Termination

1. *Termination at Will* – This Agreement, in whole or in part, may be terminated by the County upon no less than sixty (60) business days' written notice when the County determines that it would be in the best interest of the County and/or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Redland Ahead will have ten (10) business days from the day the notice is delivered to state why it is not in the best interest of the County to terminate the Agreement. However, it is up to the discretion of the County to make the final determination as to what is in the County's best interest. All expenses incurred prior to the notice date shall be reimbursed by the County. If the County

suspends funding, Redland Ahead is under no obligation to continue operating the Farm Component.

2. *Termination for Convenience* - The County or Redland Ahead may terminate this Agreement, in whole or part, when both Parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. However, if the County determines in the case of partial termination that the reduced or modified terms of the Agreement will not accomplish the purposes for which the Agreement was made it may terminate the Agreement in its entirety, upon no less than thirty (30) days' written notice to Redland Ahead. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Both Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
3. *Termination because of a Lack of Funds* - In the event funds to finance this Agreement become unavailable, the County may terminate this Agreement upon no less than twenty (20) business days' written notice to Redland Ahead. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available.
4. *Termination for Breach* - The County may terminate this Agreement, in whole or in part, when the County determines in its sole and absolute discretion that Redland Ahead is not materially complying with any term or provision provided herein, including the following:
 - a. Redland Ahead improperly uses County funds allocated herein;
 - b. Redland Ahead does not furnish the Certificates of Insurance required by this contract or as determined by the County's Risk Management Division;
 - c. Redland Ahead does not furnish proof of licensure/certification or proof of background screening required herein;
 - d. Redland Ahead, on more than two occasions, fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
 - e. Redland Ahead, on more than two occasions, does not submit or submits incomplete or incorrect required Reports;
 - f. Redland Ahead refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, or review Redland Ahead's program;
 - g. Redland Ahead fails to provide Domestic Violence Leave to its employees pursuant to local law;
 - h. Redland Ahead falsifies or violates the provisions of the Drug Free Workplace Affidavit;
 - i. Redland Ahead attempts to meet its obligations under this contract through fraud, misrepresentation, or material misstatement;
 - j. Redland Ahead fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time;
 - k. Redland Ahead fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities;
 - l. Redland Ahead fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; or
 - m. Redland Ahead fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations herein.

Redland Ahead shall be given written notice of the claimed breach and thirty (30) business days to cure same. Unless Redland Ahead's breach is waived by the County in writing, or unless Redland Ahead shall have failed to take steps to cure the breach within the given time period to cure the claimed breach, the County may terminate this Agreement upon no less than two (2) business days written notice to Redland Ahead. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery to Redland Ahead.

5. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement. The provisions contained herein do not limit the County's right to legal or equitable remedies or any other provision for termination under this contract. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be disbarred from County contracting for up to five (5) years.
6. This Agreement shall automatically terminate without any provision of notice, in event:
 - a. Redland Ahead voluntary or involuntary assigns the Lease Agreement without prior written approval of the County and the United States of America as required, except as expressly permitted by the Agreement;
 - b. the United States of America exercises its Right of Reentry pursuant to the Quitclaim Deed, requiring title to the Demised Premises to revert back to the United States of America; or
 - c. the Lease Agreement is terminated for any reason.
7. Redland Ahead will be reimbursed for expenses incurred prior to a notice of termination under this Article VIII and during the time period after such notice of termination, which shall not exceed (6) six months from the date of notice of termination, in accordance with County-approved budgets for Farm Improvement Capital Funds and Verde Gardens Complex Capital Funds under the terms of Article V, Funds and Financial Management.

IX. REVERSION OF ASSETS

A. Term of Commitment

The term of commitment for this project is fully described herein and is bound to the terms and obligations of the attached Lease Agreement, Attachment D, as approved by the Board of County Commissioners (Resolution R-1238-08).

B. Title to Improvements

The title to all improvements shall be vested with the County.

C. Revocation of License or Permit

Notwithstanding any provision of this Agreement to the contrary, revocation of any necessary license, permit, or approval by a governmental authority may result in immediate suspension of this Agreement upon no less than twenty-four (24) hours' written notice. Said notice shall be certified by mail, return receipt requested or delivered in person with proof of delivery to Redland Ahead. Redland Ahead shall have ten (10) business days to cure any deficiency as described in this section.

X. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards, Cost Principles, and Regulations

1. Redland Ahead shall comply with Federal accounting standards and cost principles according to OMB Circular A-122.
2. Redland Ahead shall comply with applicable provisions of applicable Federal, State, and County laws, regulations, and rules such as OMB Circular A-110, OMB Circular A-21, and OMB Circular A-133 and with the Energy Policy and Conservation Act (Public Law 94-163) which requires mandatory standards and policies relating to energy efficiency. If any provision of this contract conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this contract, as modified, shall continue and all provisions of this contract shall remain in full force and effect.
3. If the amount payable to Redland Ahead pursuant to the terms of this contract is in excess of \$100,000, Redland Ahead shall comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 (h)), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); Executive Order 11738; and Environmental Review Procedures and Regulations (24 CFR Part 58 and 24 CFR Part 583.230).

B. Retention of Records

1. Redland Ahead shall retain records pertinent to expenditures and all Records for a period of at least three (3) years (the "Retention Period.") For all non-County assisted activities the Retention Period shall begin upon the expiration or termination of this Agreement.
2. If the County or Redland Ahead has received or been given notice of any kind indicating any threatened litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the County, fully, completely and finally resolved.
3. Redland Ahead shall allow the County or any persons authorized by the County full access to and the right to examine any Records during the required Retention Period.
4. Redland Ahead shall notify the County in writing both during the pendency of this Agreement and after its expiration as part of the final close-out procedure, of the address where all the Records will be retained.
5. Redland Ahead shall obtain the prior written approval of the County for the disposal of any Records before disposing of such Records within one (1) year after expiration of the Retention Period.

C. Additional Requirements

Redland Ahead must comply with the following additional requirements:

1. *Employment Application and Agreement* -Redland Ahead shall submit a copy of its Employment Application and Agreement applicable to all employees, including residents of Continuum of Care ("CoC") Permanent Supportive Housing programs; due within ten (10) business days following the execution of this Agreement.
2. *Personnel Policies and Administrative Procedure Manuals* -Redland Ahead shall submit detailed documents describing Redland Ahead's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, and accounting policies and procedures, as applicable. The information shall be available to the County upon reasonable request. Such documents shall include any agreements, rules, and/or policies governing use of the Farm Component by CoC Permanent Supportive Housing program resident micro-enterprises and/or other use by residents and third parties.
3. *Monitoring* -Redland Ahead shall permit the County and any other persons authorized by the County to monitor, according to applicable regulations, all Records, facilities, goods and activities of Redland Ahead which are in any way connected to the activities undertaken pursuant to the terms of this Agreement; and/or to interview any clients, employees, subcontractors, or assignees of Redland Ahead. The County shall monitor both fiscal and programmatic compliance with all terms and conditions of this Agreement to include a review of beneficiaries, supportive services, operating costs, program progress, documentation for required match, record keeping, compliance with circulars, administrative costs, technical assistance visits, and environmental review. Redland Ahead shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and upon providing Redland Ahead reasonable notice. A report of the County's findings may be delivered to Redland Ahead, and if so delivered, Redland Ahead shall rectify all deficiencies cited within the period of time specified in the report, no less than thirty (30) business days, unless rectifying such deficiency within the stated time frame is unreasonable, in which case Redland Ahead shall inform the County of a projected reasonable time frame and acceptable to the County.
4. *Restrictions of Funds Use* - Redland Ahead shall notify the County of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by the County within thirty (30) days of Redland Ahead's notification by the funding source. The County shall approve the receipt of these funds in writing, such approval shall not be unreasonably withheld.
5. *Related Parties* - Redland Ahead shall report to the County the name, purpose, and any other relevant information in connection with any transaction conducted between Redland Ahead and a "Related Party". A Related Party includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization of Redland Ahead, an organization with overlapping boards of directors, or any organization for which Redland Ahead is responsible for appointing members. Redland Ahead shall report this information to the County within seventy-two (72) hours of forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the County required Agency Narrative and Progress Report which are addressed in V-B(1).

6. *Required Meeting Attendance* - From time to time, the Miami-Dade County Homeless Trust may schedule meetings and/or training sessions to assist Redland Ahead in the performance of its contractual obligations herein or to inform Redland Ahead of new and/or revised policies and procedures. Attendance at some of these meetings may be mandatory. Redland Ahead shall receive notice no less than three (3) business days prior to any meeting or training session that requires mandatory participation. A record of attendance at meetings or training sessions where notice was given indicating Redland Ahead's mandatory participation shall be kept, and Redland Ahead's contractual compliance will be monitored. Failure to attend a meeting/training session for which a mandatory notice has been provided can result in material non-compliance of the contract/agreement, up to and including breach or default. Proof of notice shall consist of fax record, email, certified mail, and/or verbal communication with the contract/agreement contact person or other program administrative staff. Redland Ahead may select one or more Redland Ahead employee, directly involved in the contracted program, as Redland Ahead's representative at the meeting/training session (the participation of the Agreement contact person is preferred). No less than twenty-four (24) hours prior to the mandatory meeting/training session date and start time, Redland Ahead may request to be excused from a mandatory meeting by providing the Homeless Trust with written notice, which shall include the reason for Redland Ahead's request to be excused, and the reason why Redland Ahead is unable to provide an employee directly involved in the contracted program to the mandatory meeting/training session. The Homeless Trust shall reasonably determine whether or not the absence will be excused; Redland Ahead shall not be excused from more than two (2) meetings/training sessions during each contract year. Redland Ahead is encouraged to attend all meetings of the Miami-Dade County Homeless Trust and/or its Committees, as information relevant to their program or services may be discussed.
7. *Publicity and Advertisements* - The Farm Component shall be named the "Redland Community Farm and Market at Verde (Gardens)". All publicity materials and signage, by Redland Ahead, the County, and the County's affiliates, will include appropriate logos and information to signify that the "Redland Community Farm and Market at Verde (Gardens)" is the project of Redland Ahead and the County. Such material must be pre-approved by the County. Redland Ahead shall ensure all publicity and advertisements prepared and released by Redland Ahead, such as pamphlets and news releases, directly or indirectly related to activities funded by the County pursuant to this Agreement, all events carried out to publicize the accomplishments of any activity funded by the County pursuant to this Agreement, and all communications with media representatives inquiring about the activities funded by the County pursuant to this Agreement, recognize the County, when applicable, as its funding source.
8. *Procurement* - Redland Ahead shall make a positive effort to procure supplies, equipment, construction, or services necessary or related to carrying out the terms of this Agreement from minority and women's businesses, and to provide these sources maximum feasible opportunity to compete for subcontracts to be performed pursuant to this Agreement.
9. *Property* -
 - a. "Personal Property" is defined as movable machinery and equipment, tools, vehicles, furniture, and office equipment. Under a separate agreement between Redland Ahead and Carrfour, Carrfour provided Redland Ahead all of the tools and equipment that had

been gifted, purchased, or obtained for the Farm Component's farming purposes (the "Farming Equipment"). Such Farming Equipment may continue to be used by Redland Ahead at no cost for as long as this Agreement and any extensions hereto remain in effect. Upon termination or expiration of this Agreement and any extensions thereto, the Farming Equipment and all other Personal Property gifted, purchased, or obtained for the Farm Component after December 6, 2018, which have been purchased or obtained using proceeds generated from the Farm Component or which have been gifted or funded by a third party specifically for the Farm Component (collectively, the "County Equipment"), shall revert to the County. Redland Ahead shall create and maintain a list of non-County Equipment (*i.e.* Personal Property and Farming Equipment owned or otherwise obtained by Redland Ahead using funds outside of those granted or otherwise provided herein to Redland Ahead by the County). All Personal Property on the Farm Component or placed on the Farm Component by Redland Ahead shall be at the sole risk of Redland Ahead. Redland Ahead will use reasonable efforts to maintain the Personal Property in good working order and shall be solely responsible for ensuring the safe use of and for any liability resulting from the reasonable use and storage of such equipment. Redland Ahead may set up an internal maintenance fund, which shall be funded by any proceeds resulting from the operations of the Farm Component, for the purpose of restoring or otherwise maintaining any Personal Property or Farming Equipment necessary to maintain or improve the productivity or operations of the Farm Component.

- b. "Real Property" for purposes of this agreement is defined as land improvements, structures, fixtures and appurtenances thereto. Real Property found on the HAFB Property at execution of Agreement and any Real Property thereafter, whether at the expense of County or Redland Ahead, shall remain with the land as property of County at termination of this Agreement.
 - c. All Personal and Real property gifted, purchased, or obtained for the Farm Component shall be listed in the property records of Redland Ahead and shall include a legal description, size, date of acquisition, value at time of acquisition, owner's name if different from Redland Ahead, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. A copy of the purchase receipt for any asset purchased with County funds must also be included in Redland Ahead's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased.
 - d. All Personal and Real Property shall be inventoried annually by Redland Ahead and an inventory report ("Inventory Report") shall be submitted to the Homeless Trust by September 30th of each calendar year. Each inventoried item shall also include the item's condition as of the date of inventory. This report shall include the elements listed in Paragraph 9.c of this Article X(C) above.
10. *Management Evaluation and Performance Review* -The County may conduct a formal management evaluation and performance review of Redland Ahead during and following the expiration of this Agreement. The management evaluation will reflect Redland Ahead's compliance with generally accepted fiscal and organizational standards and practices. The performance review will reflect the quality of service provided and the value received using

monitoring data such as progress reports, site visits, and client surveys. The County shall provide Redland Ahead with a copy of such performance review within thirty (30) days of such evaluation.

11. *Subcontracts and Assignments:*

- a. Redland Ahead shall ensure all subcontracts and assignments:
 - i. Identify the full, correct and legal name of the party;
 - ii. Describe the activities to be performed;
 - iii. Present a complete and accurate breakdown of its price component;
 - iv. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement with any conditions of approval that the County deems necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service as set forth in this Agreement. The County shall in its sole and absolute discretion determine when services are eligible substantive programmatic services subject to the audit and record-keeping requirements described above; and
- b. In accordance with Ordinance No. 97-104, all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall include, as part of their bid or proposal submission, a listing of Redland Ahead's Disclosure of Subcontractors and Suppliers (**Attachment H**) which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all contract work direct to the bidder or respondent and describes the materials to be so supplied. Failure to include such listing with the bid or proposal shall render the bid or proposal non-responsive.
- c. Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first-tier subcontractors and direct suppliers.
- d. Subcontractor/Supplier Listing, SUB Form 100 (**Attachment "H"**) may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County.
- e. Redland Ahead shall incorporate in all consultant agreements and subcontracts this additional provision:

Redland Ahead is not responsible for any insurance or other fringe benefits for the consultant, subcontractor, or any third party's employees, e.g., social security, income tax withholdings, retirement or leave benefits. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the

Consultant in carrying out the Scope of Services provided in this subcontract.

- f. Redland Ahead shall be responsible for monitoring the contractual performance of all subcontracts and consultant agreements.
 - g. Redland Ahead shall receive written documentation prior to entering into any subcontract which contemplates performance of substantive programmatic activities, as such is determined as provided herein. The County's approval, which shall not be unreasonably withheld, shall be obtained prior to the release of any funds to the subcontractor.
 - h. Redland Ahead shall receive written approval from the County, approval which shall not be unreasonably withheld, prior to either assigning or transferring (i) any obligations or responsibility set forth in this Agreement; or (ii) the right to receive benefits or payments resulting from this Agreement.
 - i. Approval by the County of any subcontract or assignment shall not under any circumstances be deemed to provide for the incurring of any obligation by the County in excess of the total dollar amount agreed upon in this Agreement.
12. *The County's Consultant* - The County understands that in order to facilitate the implementation of this Agreement, the County may from time to time designate a consultant to work with Redland Ahead. The County's consultant shall be considered the County's designee with respect to all portions of this Agreement with the exception of those provisions relating to payment of Redland Ahead for capital improvements and/or services rendered. The County shall provide written notification to Redland Ahead of the name, address, and employees of the County's consultant.
13. *Miami-Dade County Inspector General Review* - According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract issued as a result of this request for proposal shall be one-quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) Independent Private Sector Inspector General ("IPSIG") contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the BCC; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County*

Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

XI. ADDITIONAL TERMS

A. Renegotiation or Modification

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each Party.
2. Redland Ahead may not make any significant changes to an existing County-approved program without prior County approval.
3. The Parties agree to renegotiate this Agreement if the County determines, in its sole and absolute discretion, that Federal, State, and/or County revisions of any applicable law or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary. The County shall be the final authority in determining whether or not funds for this Agreement are available due to Federal, State, and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations.
4. Notwithstanding the foregoing, the County retains all the rights of suspension or termination set forth in Section VIII of this Agreement.

B. Disputes.

In the event an unresolved dispute exists between Redland Ahead and the County, the County shall refer the questions, including the views of all the interested Parties and the recommendation of the County, to the County Manager for determination. The County Manager, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise the County and Redland Ahead, or in the event additional time is necessary, the County will notify Redland Ahead within the thirty (30) day period that additional time is necessary. Redland Ahead agrees that the County Manager's determination shall be final and binding on all parties.

C. Excuse for Performance.

With respect to any services to be furnished by Redland Ahead to the County, Redland Ahead shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of any governmental authority, failure of supply, inability to obtain supplies, parts or employees necessary to furnish such services, war or other emergency, any other cause beyond Redland Ahead's reasonable control, or any cause due to any act or neglect of the County, its contractors, agents, employees, or licensees, or any person claiming by, through or under the County, and in no event shall Redland Ahead ever be liable to the County for any indirect or consequential damage.

D. Exculpation.

No directors, officers, employees, members, managers, partners or agents of Redland Ahead (the "Redland Ahead Covered Persons") shall be liable for any action taken or omitted to be taken by Redland Ahead or the Redland Ahead Covered Persons in connection with the performance by

~~Redland Ahead or the Redland Ahead Covered Persons of its obligations under this Agreement so long as the Redland Ahead Covered Persons are not found to be guilty of fraud or willful misconduct with respect thereto.~~

E. Headings

The article and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

F. Proceedings

This Agreement shall be construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws and that the jurisdiction and venue for any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be in Miami-Dade County, Florida.

G. Notice and Contact

The County's representative for this Agreement is: *Victoria Mallette, Executive Director*. For the purposes of this Agreement, including all notice requirements, all communications shall be directed to the County's listed representative, at Miami-Dade County Homeless Trust, 111 NW 1st Street, 27th Floor, Miami, Florida 33128.

Redland Ahead's representative for this Agreement is *John Mills, President*. Redland Ahead's principal office is located at 22290 SW 266 Street, Homestead, Florida 33031.

In the event that different representatives are designated by either party after this Agreement is executed, or either party changes the address of the principal office, notice of the name of the new representative and/or new address shall be rendered in writing to the other party and said notification shall be attached to a copy of this Agreement.

H. Name and Address of Payee

When payment is made to Redland Ahead's assignee, the name and address of the official payee is **Redland Ahead, Inc.**

I. All Terms and Conditions Included

This Agreement and its attachments as referenced and incorporated herein contain all the terms and conditions agreed upon by the Parties.

J. Autonomy

Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. The parties acknowledge that the relationship of County and Redland Ahead is that of independent contractors and that nothing contained in this Agreement shall be construed to place County and Redland Ahead in the relationship of principal and agent, employer and employee, master and servant, partners or joint ventures. Neither party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreement in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

K. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

L. Waiver of Jury Trial

Neither Redland Ahead, subcontractor nor any other person liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor heir or personal representative of Redland Ahead, subcontractor or any such other persons or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or other litigation procedure based upon or arising out of this Agreement, or the dealings or the relationship between or among such persons or entities, or any of them. Neither Redland Ahead, subcontractor nor any such person or entity shall seek to consolidate any such action in which a jury trial has been waived. The provisions of this paragraph have been fully discussed by the parties hereto, and the provision hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties have caused this twenty-four (24) page Verde Gardens Farm Component Services Agreement to be executed by their respective and duly authorized officers the day and year first above written.

REDLAND AHEAD, INC.:

Signature: _____

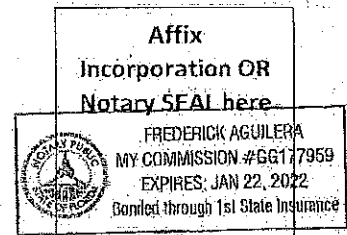
John Mills, President

NOTARY:

Signature: _____

Name: _____

Title: _____



ATTEST:

(SEAL)

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

HARVEY RUVIN, CLERK

BY: _____

DEPUTY CLERK

10/11/18
(DATE)

Carlos A. Gimenez, Mayor

MAURICE
DEPUTY MA
MIAMI-DADE CTY
MAURICE L. KENNEDY
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Attachment E
Scope of Services
Redland Ahead, Inc.
Verde Gardens Complex Farm Component

A. Scope of Services

Subject to the Services Agreement (the "Services Agreement") entered into by and between Miami-Dade County, a political sub-division of the State of Florida (the "County") and Redland Ahead, Inc. (the "Redland Ahead"), a Florida non-profit corporation, and as set forth in this Scope of Services, Redland Ahead will manage, operate, and improve the following elements of Redland Community Farm and Market at Verde (Gardens): a landscape/produce nursery and farmer's market/retail complex, as further individually defined below (collectively, the "Farm Component") on the grounds of the former Homestead Air Force Base ("HAFB Property"). The Farm Component is part of a larger County project on the HAFB Property that includes permanent supportive housing ("Housing Component") operated by non-profit housing provider, Carrfour Supportive Housing, Inc. ("Carrfour") under separate agreement with the County (collectively, the Farm Component and the Housing Component referred to as "Verde Gardens Complex").

The County, through the Miami-Dade Homeless Trust (the "Homeless Trust"), administers the Miami-Dade County Homeless Continuum of Care ("CoC"), which coordinates shelter and housing programs serving homeless individuals and/or families, including homeless veterans. The CoC is comprised of the Housing Component, as well as other shelter and housing programs located on the HAFB Property and throughout Miami-Dade County ("CoC Housing Programs").

The "Objectives" of the Farm Component are to provide employability skills training and re-entry jobs for homeless persons; facilitate such persons' involvement in a small/micro-enterprise business; provide fresh produce to residents of housing programs located on the HAFB Property and the community at large; and promote healthy eating habits for such persons.

In addition to serving as a retail complex for the Farm Component, the farmer's market operates as a facility to teach homeless individuals and/or families healthy cooking and eating habits, while offering therapeutic activities for resident-gardeners and the community.

Redland Ahead shall provide the following services as required under this Agreement and commits to the obligations described below (collectively, the "Services").

B. Description of Services on Redland Community Farm and Market at Verde (Gardens)

1. Redland Community Farm: Under Redland Ahead's operations and management, the landscape/produce nursery portion of the Farm Component ("Redland Community Farm") will utilize organic farming practices to raise a variety of vegetables, herbs, fruit, landscape plants, flowers, honey, and other produce on approximately twelve (12) acres, currently in use, and an additional ten (10) acres to be prepared and put into use for farming as determined by Redland Ahead and approved by the County, which approval shall not be unreasonably withheld. Located on the Redland Community Farm is an approximately 2,000 square foot, lightly built and covered, open air nursery structure where young plants can be nurtured/grown. In addition, a barn/garage structure of approximately 1,000 square feet is located on the premises to house necessary farming equipment.

2. **Redland Community Farmer's Market:** Redland Ahead shall operate, manage, and improve the farmer's market/retail complex portion of the Farm Component, which is approximately 5,000 square feet with an additional 10,000 square feet of open-air display and event space, and contains a commercial kitchen ("Redland Community Farmer's Market"). Redland Ahead shall operate Redland Community Farmer's Market in accordance to a schedule agreed upon by the Parties. Along with the commercial kitchen, Redland Community Farmer's Market shall be comprised of the following:
 - a. The "Daily Store": The Daily Store will display and sell fresh produce, landscape plants, and flowers grown on the Redland Community Farm, along with fruit juices, select baked goods, honey, jams, jellies, products grown or made by residents of CoC Housing Programs, and other products, as determined by the Redland Ahead. Display and sale of any and all such products are in Redland Ahead's discretion and, among other factors, are based on availability and condition of the products.
 - b. The "Weekend Farmer's Market": The Weekend Farmer's Market will offer stall space for rent, on weekends, to the community to sell fresh fruits, vegetables, and other produce and products. Redland Ahead shall provide such stall space free of rent to residents of CoC Housing Program located on the HAFB Property ("Residents") on a first-come-first-serve basis and as Redland Ahead determines reasonably available. The Weekend Farmer's Market will also provide a new regular venue for the sale of arts and crafts. All business ventures approved by Redland Ahead to rent stall space at the Weekend Farmer's Market shall be Residents or not-for-profit or local micro-enterprises.
3. **Consultants.** The use of consultants in Redland Ahead's operation and performance of the Services is permissible.

C. Terms of Operation

1. **Branding:** The Farm Component shall be named the "Redland Community Farm and Market at Verde (Gardens)". As further detailed in Paragraph C(8)(b) of this Scope of Services, all publicity materials and signage will include appropriate logos and information to signify that the Farm Component (as "Redland Community Farm and Market at Verde (Gardens)"), or individually as the Redland Community Farm or Redland Community Farmer's Market, is a project of Redland Ahead and the County. Such material must be pre-approved by the County.
2. **Use of the Farm Component:**
 - a. **Redland Ahead's Use of the Farm Component:** Redland Ahead shall use the HAFB Property in accordance with the terms of the Services Agreement.
 - b. **Others' Use of the Farm Component.** Redland Ahead may request a reasonable fee payable to Redland Ahead for use of any portion of the Farm Component, including for any event or program ("Use Fee"). In the event of a revenue generating event or program on the Farm Component, Redland Ahead shall first be reimbursed reasonable and actual costs of utilities, repairs, and expenses incurred in hosting the event or program prior to any third party retaining the remaining proceeds (the "Use Expenses"). Redland Ahead may deny access or use of the Farm Component to any third party in violation of Redland Ahead's or the County's policies, health guidelines, or any other Farm Component procedure, or to any third party who has not secured necessary permits, certifications, or other required personnel or approvals prior to a third party's approved use of the Farm Component. All users of the Farm Component are responsible for cleaning up after the user's event or program, otherwise will be charged accordingly.

3. **Management and Execution:** Redland Ahead shall maintain and operate the Farm Component in accordance with the Services Agreement. Except where otherwise required pursuant to the Services Agreement, direction of the U.S. Department of Health and Human Services (HHS), or by law, Redland Ahead shall be exclusively responsible for the management decisions and execution thereof relating to the Farm Component's operations; day-to-day activities, budgeting, financials, calendar, and any other element of the Farm Component. The manner and means that Redland Ahead chooses to perform and complete the Services herein are in Redland Ahead's discretion, subject to the terms of the Services Agreement. In the event Redland Ahead is required to defer to the County for approval prior to performing any Services, the County acknowledges and agrees to consider Redland Ahead's expertise and recommendations prior to timely issuing a determination.
4. **Payroll, Expenses, and Income:** Redland Ahead shall be exclusively responsible for all Farm Component personnel matters, including but not limited to hiring of all employees, contractors, and agents; supervision; administrative matters; and compensation.
5. **Hiring:** Redland Ahead shall endeavor to first offer all openings for on-the job training, apprenticeships, and other employment on the Farm Component, to Residents. Copies of each new opportunity shall be provided to CoC Housing Programs and the County. All hiring decisions are the sole responsibility of Redland Ahead. Reasonable attempts to coordinate with County and CoC Housing Programs will be made by Redland Ahead, to achieve the mutual goals of hiring the maximum amount of capable and qualified resident applicants from the CoC Housing Programs.
6. **Net Income and Not-for-Profit Use:** Any net monies earned by Redland Ahead from the operations of the Farm Component shall be used to maintain, expand, and improve the operations, services, and management of the Farm Component.
7. **Farming and Micro-Enterprise Training and Support:** Residents to the extent reasonably possible as determined by Redland Ahead, shall be offered the opportunity to plant, grow, cultivate, and harvest produce, flowers, or landscape plants ("Resident Produce") on the portion of the Redland Community Farm allocated by Redland Ahead as community garden(s). Residents will retain such Resident Produce for their own use, to share with other residents, and/or to generate products to sell in the Redland Community Farmer's Market. In the event of a sale of Resident Produce, after Redland Ahead is reimbursed for the reasonable costs of production of the respective Resident Produce, the Resident who planted, grew, cultivated, and/or harvested the Resident Produce shall retain the net proceeds of the sale.

Redland Ahead will provide and/or arrange for micro-enterprise training related to farming activities on the Farm Component and shall provide access to the Redland Community Farm and Redland Community Farmer's Market, including the display area, under Redland Ahead's supervision and discretion, for Residents to establish and operate micro-enterprises.

8. **Collaboration with Housing Component and On-Site Activities:**

- a. **Farm Component Programming:** Redland Ahead will confer with the Carfour and other CoC Housing Programs regarding potential educational and training opportunities on the Verde Gardens Complex, including, but not limited to, nutrition, healthy cooking and eating, organic farming, micro-enterprise training, agricultural science, and youth programming. Redland Ahead will, in its discretion, collaborate with the Housing Component operator to leverage the Housing Component operator's experience with programming and support services to achieve the Objectives of the Farm Component and the Verde Gardens Complex.

Each party shall support the other's grant-seeking efforts as may be necessary to ensure a responsive proposal or application (e.g. program information or data, support letters).

- b. **Co-Promotion:** To ensure public awareness of and engagement with the Verde Gardens Complex, as a whole, Redland Ahead and the Housing Component operator shall engage in joint marketing efforts and will include the other's logo as well as the Homeless Trust's logo on marketing material, with reference to the role of each party in operating the Verde Garden Complex.
- c. **Events:** Redland Ahead will permit use of the Farm Component for events organized by the Housing Component operator or the County, as long as such event does not conflict with scheduled activities on the Farm Component and such events are in accordance with the County's policies and procedures. Coordination and planning for such events will take place in advance between Redland Ahead and the Housing Component operator or the County.
- d. **Reports:** Redland Ahead shall request from any third party that hosted or otherwise participated in an event or program on the Farm Component to provide Redland Ahead with a list of attendees, including each attendee's first and last name and whether the attendee is a Resident or otherwise involved in a CoC Housing Program.
- e. **Monthly Meetings:** Redland Ahead and Housing Component operator will meet on a monthly basis to coordinate program activities, events, security, and a calendar of other activities (such as trainings, special events and fundraisers) on the Verde Gardens Complex.
- f. **Fees and Expenses:** Redland Ahead will waive the Use Fee for the Housing Component's use of the Farm Component where the Housing Component establishes that the Housing Component's intended use furthers the Objectives of the Farm Component, as determined by Redland Ahead and the County. Prior to determining waiver of a Use Fee, Farm Component shall require a waiver request form to be completed and submitted no less than five (5) business days prior to a proposed event or program, which must include the event/program title, proposed date, proposed start and end time, the Housing Component's intended usage, individuals/organizations participating, expected attendance, and how Housing Component's intended usage furthers the Farm Component's Objectives (the "Waiver Request Form"). The Waiver Request Form shall also detail the applicant's expected costs and expenses pursuant to Paragraph C(2)(b).
- g. **Disputes:** In the event Redland Ahead and the Housing Component operator components cannot resolve a difference of opinion or dispute between themselves, the Homeless Trust will be the final arbitrator.

8. **Security:**

- a. The County shall, directly and by assisting Redland Ahead, endeavor in securing grants or other funds for installation, operating, maintenance, and repair of security camera(s) at the entrance/exit of the Farm Component and any additional security equipment as determined reasonably necessary by the Parties.
- b. Redland Ahead shall have the authority to refuse access to the Farm Component to any individual Redland Ahead believes poses a threat, provided such refusal is based upon reasonable security procedures agreed upon by the Parties.

9. **Maintenance:**

- a. Redland Ahead shall maintain the Farm Component in accordance with all applicable local and state regulations and requirements, including landscaping, grounds maintenance, repairs for normal wear and tear, waste of hazardous materials, and other general maintenance. Redland Ahead shall not do or suffer to be done in, on, or upon the Farm Component or as may affect the Farm Component, any act which may result in damage or depreciation of value to the Farm Component or any part thereof due to the release of waste or hazardous materials on the Farm Component.
 - b. Redland Ahead shall maintain the Farm Component, including all grounds, in a manner that is deemed acceptable by the County.
 - c. Redland Ahead is required to maintain and activate a Continuity of Operations Plan ("COOP") in accordance with Article V(B)(1)(d) of the Services Agreement.
 - d. Redland Ahead shall submit a maintenance inventory of all structures submitted to the County for review on a yearly basis.
- 10. General Accounting Practices:** Redland Ahead will maintain up to date accounting of all monies generated by and otherwise coming into the Farm Component. All such funds will be used to maintain, operate, improve, and otherwise benefit the Farm Component, including, but not limited to, maintaining the Farm Component's emergency fund, repair fund, and discretionary fund; to cover the costs of the Farm Component's utilities and operation expenses; to cover the cost of wages, employee salaries, and other compensation; and the costs of implementing and operating training, programs, and activities on the Farm Component.
- 11. Grants and Contracts:** Redland Ahead may apply independently for grant funding, or in association with, and with the consent of, as applicable, Homeless Trust, or Miami-Dade County.
- 12. Operating Budget and Reporting:** Redland Ahead will submit to the Homeless Trust a yearly projected operating budget on a fiscal year running from October-September for each year under this Agreement no later than ninety (90) days before the start of the fiscal year. A projected operating budget for the period commencing January 1, 2018 through September 30, 2018 is incorporated into the Services Agreement as Attachment F. Redland Ahead shall provide the Homeless Trust a quarterly expense/income report, together with a quarterly status report which describes progress made by Redland Ahead in achieving each of the objectives identified in this Scope of Services. The projected operating budget and progress report are due within fifteen (15) days of the end of each quarter. No later than ninety (90) days following the end of the County's fiscal year, Redland Ahead will submit a Revenue and Expense Statement comparing actual revenue and expenses against the fiscal budget to the Homeless Trust.
- 13. Homeless Trust Approval of Capital Improvement and Operating Plans:**
- a. Redland Ahead must secure the Homeless Trust's prior approval, approval which shall not be unreasonably withheld by Homeless Trust, of capital improvement plans for all components of the Farm Component, including site plans, elevations, floor plans, and significant decorative details.
 - b. Redland Ahead must secure the Homeless Trust's prior approval, approval which shall not be unreasonably withheld, of operating plans for all components of the Farm Component, including the operating plans of any operating subcontractors.
 - c. The County must approve any substantial modifications to capital improvement and operating plans previously approved by the County.

14. RESERVED

15. **Services Agreement.** In the event of any conflict or inconsistency between the terms and provisions of this Scope of Services and the terms and provisions of the Services Agreement or any agreement between the County and the Housing Component Operator, the terms and provisions of the Services Agreement shall control.

16. **Amendments.** From time to time, this Scope of Services may be amended as agreed upon in writing, by both Parties.

REDLAND AHEAD, INC.:

Signature: _____

John Mills, President

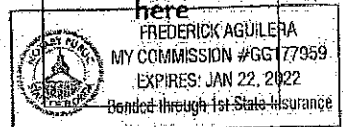
NOTARY:

Signature: _____

Name: _____

Title: _____

Affix
Incorporation
OR Notary SEAL



ATTEST:

(SEAL)

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

HARVEY RUVIN, CLERK

BY: _____

DEPUTY CLERK

(DATE)

10/11/18

Carlos A. Gimenez, Mayor

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

**Attachment E
Scope of Service
Carrfour Supportive Housing, Inc.
Verde Gardens Housing Component**

A. Scope of Services

Carrfour Supportive Housing, Inc. ("Provider") will maintain, manage and operate 145 units of Permanent Supportive Housing (PSH) for homeless households on former Homestead Air Force Base ("HAFB") property as set forth in this Scope of Services, subject to the terms of the **AGREEMENT FOR SERVICES** by and between Miami-Dade County, through the Homeless Trust ("Homeless Trust"), and Provider ("Services Agreement"). The PSH development ("Verde Gardens Housing Component" or "Housing Component") is part of a larger project that includes a landscape/produce farm and farmer's market ("Farm Component") operated by a third party under separate agreement with Miami-Dade County ("County"). The Housing and Farm Components are together referred to as the "Verde Gardens Complex".

The County, through the Homeless Trust, administers the Miami-Dade County Homeless Continuum of Care ("CoC"), which coordinates shelter and housing programs serving homeless individuals and/or families, including homeless veterans. The CoC is comprised of the Verde Gardens Housing Component, as well as shelter and housing programs located on the HAFB property and throughout Miami-Dade County ("CoC Housing Programs").

The objective of the Verde Gardens Housing Component is to facilitate the long-term housing stability of homeless households that include a family member with a disability together with their family members, or a frail elderly person, through provision of project-based affordable housing with supportive services as may be necessary to assist the households in maintaining their housing stability.

Provider shall provide the following services as required under this Agreement and commits to obligations described below.

B. Description of Verde Gardens PSH

1. Verde Gardens Housing Component:

The Housing Component is comprised of 145 townhomes with a blend of two, three and four bedroom units.

The Housing Component includes recreational space with an outdoor plaza, covered areas and barbeque stations and picnic tables. In addition, the Component includes a community center with a large community room, computer, library room, exercise facility, and office space for both the supportive services staff and property management. The community center also offers water fountains, and house sports equipment and a nearby playground area for children.

The PSH units are subsidized by a US HUD CoC permanent housing sub-recipient award through the Homeless Trust and Housing Choice Vouchers (Section 8) project-based vouchers awarded by the Miami-Dade County Public Housing and Community Development department.

2. Tenancy and Referral:

- a. Tenancy of the units is subject to Special Conditions set forth in Article IV of the Services Agreement.
- b. All unit vacancies shall be filled solely by referral of the Homeless Trust in accordance with the CoC's Orders of Priority and Coordinated Entry policies and procedures.
- c. The Housing Component shall be governed by Housing First principles and practices as described in the CoC Housing First and Permanent Supportive Housing Standards of Care, as may be amended from time to time ("Standards of Care").
- d. The Housing Component will provide long-term PSH housing with indefinite term of stay as long as the program participant complies with the terms of the lease. Participants may not be required to participate in behavioral health-related services, however, the Housing Component may require participation in supportive services through client-centered case management planning to assist them in maintaining tenancy.

3. Services Scope and Deliverables

- a. PSH residents will be provided with case management services by Provider staff. Residents will be offered additional services that further their housing stability, health and well-being. Such services may be offered by third parties and co-located at the Community Center or offered off-site through referral. Such services will include, but be limited to, health and behavioral health services and employment and job training services.
- b. Provider will comply with and operate the Housing Component in accordance with the Standards of Care.
- c. Housing and services delivery shall be trauma-informed and client-driven. Provider shall utilize strength-based motivational engagement and case management.
- d. Provisions related to intake, services provided to residents and goals and objectives as set forth in the Technical Submission for the 2013 U.S. HUD PH Bonus Grant award, FL0344L4D001302 Verde Gardens, as may be renewed and/or amended, are incorporated into this Services Agreement's Scope of Service.

4. Branding

All publicity and signing related to the Verde Gardens Housing Component will include appropriate logos and information to signify that the Verde Gardens Housing Component is a project of the Provider and the Homeless Trust. Such material must be pre-approved by the County.

C. Terms of Operation

- 1. **Use of Property:** Provider shall use the HAFB Property upon which the Housing Component is sited in accordance with the terms of the Agreement for Services and separate Lease Agreement by and between Provider and the County.

2. **Management and Execution:** Except where otherwise required pursuant to the Agreement for Services, the Lease Agreement, or by law, Provider shall be exclusively responsible for the management decisions and execution thereof relating to the Housing Component's operations, day-to-day activities, budgeting, financials, and any other element of the Verde Gardens Housing Component.
3. **Payroll, Expenses, and Income:** Provider shall be exclusively responsible for all Housing Component personnel matters, including but not limited to hiring of all employees, contractors, and agents; supervision; administrative matters; and compensation.
4. **Hiring:** Provider shall offer all job openings at the Housing Component to qualified individuals residing or formerly residing in a CoC Housing Program. Copies of each new opportunity shall be provided to CoC Housing Programs and County. All hiring decisions are the sole responsibility of Provider. All attempts to coordinate with County and CoC Housing Providers will be made to achieve the mutual goals of hiring capable and qualified applicants from the CoC Housing Programs.
5. **Utilities:** Provider is responsible for the utilities necessary to operate this project. Separate electric meters, water meters, gas meters and or wells necessary for the project are the responsibility of Provider.
6. **Maintenance:**
 - a. Provider shall maintain the Housing Component in accordance with all applicable local and state regulations and requirements. This includes the landscaping, grounds maintenance, repairs for normal wear and tear, and other general maintenance activities.
 - b. The Provider shall maintain the Housing Component including all grounds in a manner that is deemed acceptable by the County.
 - c. In the event that the improvements to the Housing Component are destroyed or damaged by fire, windstorm or other casualty, the County shall be responsible for funding repairs of the housing units and other Housing Component facilities which are at a cost of greater than \$1,000 and that are deemed necessary by the County. During such time as the housing units or facilities are rendered partially or totally uninhabitable as a result of any such casualty, the County and the provider will review the obligations herein under and adjust accordingly until such time as the units and/or facilities are repaired or rebuilt.
 - d. Provider is required to maintain and activate Continuity of Operations Plan (COOP) to ensure the homeless participants tenants are not made homeless in the event of destruction or damage by fire, windstorm or other casualties. Provider shall submit a maintenance inventory of all structures submitted to the County for review on a yearly basis.
 - e. Provider, in its use of the HAFB Property, shall comply with all applicable laws and regulations regarding waste hazardous materials. The provider shall not do or suffer to be done, in, on or in the vicinity of the Property or as may affect the Property, any act which may result in damage or depreciation of the value to the Property or any part thereof due to the release of waste or hazardous materials on the Property.

7. **Rental Subsidy:** Provider will comply with contractual obligations governing the CoC and HCV subsidies and avoid any action or omission that could jeopardize the subsidy awards.
8. **County Approval of Design and Operating Plans:** Provider must secure in writing, the County's prior approval of design plans, capital improvement plans, operating plans, and substantial modifications to design and operating plans for all components of the Verde Gardens Housing Component including decorative details, operating plans of any subcontractors and any designs and operating plans previously approved by the County.
9. **Legal Requirements:** Unless waivers are secured, Provider is required to comply with all county requirements, applicable to development and or improvement to county-owned lands such as but not limited to the ordinance governing the Arts in Public Places Building Program, as well as all applicable Federal, State and local laws, orders, statutes and ordinances.
10. **General Accounting Practices:** Provider will maintain up to date accounting of all monies generated by and otherwise coming into the Verde Gardens Housing Component. All such funds will be used to maintain, operate, and benefit the Verde Gardens Housing Component including to maintain the Housing Component's utilities, emergency fund, repair fund, discretionary fund, to cover the cost of expenses incurred by the facilities including all utilities, supplies needed to implement programs, wages, and salaries of employees.
11. **Grants and contracts:** Provider may apply independently for grant funding, or in association with, and with the consent of, as applicable, Homeless Trust, or Miami-Dade County.
12. **Operating Budget and Reporting:** Provider will submit to the Homeless Trust a yearly projected operating budget on a fiscal year running from October-September for each year under this Agreement no later than ninety (90) days before the start of the fiscal year. A projected operating budget for the period commencing January 1, 2018 through September 30, 2018 is incorporated into the Agreement as **Attachment E**. Provider shall provide the Homeless Trust a quarterly expense/income report, together with a quarterly status report which describes progress made by Carrfour in achieving each of the objectives identified in this Scope of Services. The projected operating budget and progress report- are due within fifteen (15) days of the end of each quarter. No later than ninety (90) days following the end of the fiscal year, Provider will submit a Revenue and Expense Statement comparing actual revenue and expenses against the fiscal budget to the Homeless Trust.
13. **Collaboration with Farm Component:**
 - a. **Farm Component Programming:** The Farm Component Operator ("Farm Operator") is required to provide jobs, job training and micro-enterprise opportunities first to residents of Verde Gardens and the other CoC Housing Programs located on the HAFB property, and if no qualified or willing applicants emerge, then to CoC Housing Programs outside of the HAFB property. Farm Operator also is responsible for offering educational and training opportunities, including, but not limited to nutrition and healthy cooking and eating, resident youth programming, organic farming and agricultural science to such residents. Provider will work collaboratively with the Farm Operator to support the Farm Operator's resident programming.

Provider and Farm Operator shall collaborate in such a manner as to ensure that existing Farm Component programming and partnerships previously developed by Provider are not interrupted. Further, Provider and Farm Operator will work in collaboration to leverage the Provider's experience with resident programming and support service provision to achieve the objectives of the overall Verde Gardens Complex. Each party shall support the other's grant-seeking efforts as may be necessary to ensure a responsive proposal or application (e.g. program information or data, support letters).

2. Co-Promotion: To ensure public awareness of and engagement with the Verde Gardens Complex as a whole (housing and farm), the Provider and Farm Operator shall engage in joint marketing efforts and will include the other's logo as well as the Trust's logo on marketing materials with reference to the role of each party in operating the Verde Garden Complex.

a. Events: Provider is permitted use of the Farm Component for events organized by the Provider or the County as long as such event does not conflict with scheduled activities on the Farm Component premises. Coordination and planning for such events will take place in advance between the parties.

b. Monthly Meetings: Provider and Farm Operator will meet on a monthly basis to coordinate program activities and events at the Farm Component.

c. Calendar: Provider and Farm Operator will work together to coordinate a calendar of all activities such as trainings, special events and fundraisers at the Farming Component.

d. Fees and Expenses: The Farm Operator will waive all fees and/or expenses and/or charges for the Provider's use of the Farm Component if such use furthers the objectives of the Verde Gardens Farm Component or the Verde Gardens Housing Component. The Farm Operator will waive all fees and/or expense charges for the Housing Operator's use of Demised Premises Farm if such use furthers the objectives of the Verde Gardens Farm Component or the Verde Gardens Housing Component.

e. Disputes: In the event the Provider and Farm Operator cannot resolve a difference of opinion or dispute between themselves, the Homeless Trust will be the final arbitrator.

Incident Report and Insurance Procedures

The Provider shall report to Miami-Dade County Homeless Trust information related to any critical incidents occurring during the administration of its programs. Such notification shall be reported within **twenty-four (24) hours** of the incident occurring using form "**Incident Report**" Amended Attachment G. Such reports should include basic information as well as attach any photographs, police/fire reports and other related supporting documents. The Provider shall immediately report the incident to all other necessary and appropriate law enforcement, emergency services, DCF, Red Cross or other applicable entities.

Address the Incident Report to Miami-Dade County Homeless Trust's Disaster Coordinator, as well as the Provider's assigned Contract Officer at Miami-Dade County Homeless Trust, Suite 310, 27th Floor, 111 NW First Street, Miami, Florida, 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

Upon receipt of the Incident Report, Miami-Dade County will send a designated staff person within **five (5) business days**, to assess and document the extent of the damage. The Provider shall to the greatest extent possible protect the property from incurring further damage while the incident is investigated, assessed and resolved.

As Landlord of Verde Gardens Complex, Miami-Dade County Board of County Commissioners, through ISD Risk Management maintains an insurance policy to cover the complex townhouses, real and commercial personal property, structures and rents against storm or destruction damage excluding flooding and earthquake. The deductible threshold is **\$10,000** per incident **all** buildings combined. The determination of the extent and the value of the damage incurred is the responsibility of Miami-Dade County.

If the extent of the damage is **less than \$1,000** per incident, the Provider is responsible for the costs of repairs and replacements. If the extent of the damage is **greater than \$1,000 per incident, but less than \$10,000**, upon approval and authorization, Miami-Dade County will notify the Provider to repair/replace and submit an invoice for reimbursement, using Amended Attachment D "Miami-Dade County Homeless Trust Invoice". Any funds necessary to cover the costs of repairing/replacing damaged property **less than \$10,000** shall be approved by Miami-Dade County Homeless Trust Board, upon report and recommendation by the Executive Director. If the extent of the damage is determined by Miami-Dade County in its sole responsibility to be **greater than \$10,000** per incident all buildings, The Provider shall be notified and provided further instructions on how to proceed.

The Provider, in partnership with the Homeless Trust, shall use best efforts to ensure the continued housing of the participants. If the damage renders the unit(s) unlivable, the Provider, with the assistance of the Homeless Trust, shall use best efforts to ensure the participants are housed in alternate housing, utilizing available resources. In the event that housing is not available utilizing available resources, the Provider is not responsible for paying for replacement housing.

By April 1st of each year, the Provider shall submit, via hard copy and PDF format, a Continuity of Operations Plan, also known as an Agency-wide and program Specific Disaster Plan, (COOP) to Miami-Dade County Homeless Trust's Disaster Coordinator.

INCIDENT REPORT

IDENTIFYING INFORMATION

Reporting Party Phone # _____ Date of Incident ____/____/____ Time of Incident ____ am/pm

Reporting Party Name _____

Contract Provider Name _____

Program Name _____

Provider Location _____

Specific Program: (check all that apply)

☐ Miami-Dade County
 ☐ Primary Care
 ☐ CoC Program
 ☐ Emergency
 ☐ Challenge
 ☐ Other

Specific location/ address where incident occurred:

TYPE OF INCIDENT

- | | |
|--|--|
| <input type="checkbox"/> ALTERCATION
<input type="checkbox"/> CLIENT INJURY OR ILLNESS
<input type="checkbox"/> SEXUAL BATTERY
<input type="checkbox"/> PROPERTY DAMAGE | <input type="checkbox"/> CLIENT DEATH
<input type="checkbox"/> THEFT
<input type="checkbox"/> SUICIDE ATTEMPT
<input type="checkbox"/> OTHER INCIDENT |
|--|--|

Specify _____

PARTICIPANT (S) / WITNESS (ES)

(Please mark W or P for either Witness or Participant)

LAST NAME, FIRST	IDENTIFIER #	CLIENT	EMPLOYEE	OTHER	W / P
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

DESCRIPTION OF INCIDENT

Give detailed account – who, what, where, when, why, how – add pages if necessary

CORRECTIVE ACTION AND FOLLOW UP

Immediate corrective action taken

Is follow up action needed?

☐ Yes

☐ No

If yes, specify

INDIVIDUALS NOTIFIED

*Abuse Registry 1-800-962-2873

*Applicable Law Enforcement Department

Indicate person contacted, if report was accepted, the date and the time, and if by telephone or if copy of report available.

Incident Reports – The Subrecipient must report to Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration term of its programs. In addition to reporting this incident to the appropriate authorities the Subrecipient must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the Contract Officer or Administrative Officer assigned. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

Definitions of Reportable Incidents

- a. **Altercation.** A physical confrontation occurring between a client and employee or two or more clients at the time services are being rendered, or when a client is in the physical custody of the department, which results in one or more clients or employees receiving medical treatment by a licensed health care professional.
- b. **Client Death.** A person whose life terminates due to or allegedly due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in Homeless Trust contracted program facility.
- c. **Client Injury or Illness.** A medical condition of a client requiring medical treatment by a licensed health care professional sustained or allegedly sustained due to an accident, act of abuse, neglect or other incident occurring while in the presence of an employee, in a Homeless Trust contracted program.
- d. **Other Incident.** An unusual occurrence or circumstance initiated by something other than natural causes or out of the ordinary such as a tornado, kidnapping, riot, or hostage situation, which jeopardizes the health, safety and welfare of clients.
- e. **Sexual Battery.** An allegation of sexual battery by a client on a client, employee on a client, or client on an employee as evidenced by medical evidence or law enforcement involvement.
- f. **Suicide Attempt.** An act which clearly reflects the physical attempt by a client to cause his or her own death while in the physical custody of the department or a departmental contracted or certified provider, which results in bodily injury requiring medical treatment by a licensed health care professional.
- g. **Property damage** – an incident involving damage to any property procured with Miami-Dade County Homeless Trust funding.

Print Name of Person Submitting Report _____

Signature _____

Miami-Dade County's Affidavits and Declarations

Attachment G



Miami-Dade County requires each party desiring to enter into a contract with Miami-Dade County to;
(1) Sign an affidavit as to certain matters and (2) make a declaration as to certain other matters. This form contains both Affidavit forms for matters requiring the entity to sign under oath and Declaration forms for matters requiring only an affirmation or declaration for other matters.

Each section of this form must be read, and **initialed** in the top right hand box indicating acceptance and/or compliance with the County's policy related to the particular affidavit. For affidavit sections that you do not believe are applicable to your organization, please indicate this by placing "☑" in the box next to N/A.

ALL SECTIONS MUST BE COMPLETED

THE FOLLOWING MATTERS REQUIRE THE ENTITY TO SIGN AN AFFIDAVIT UNDER OATH:

STATE OF (Florida)

COUNTY OF (Miami-Dade)

COUNTRY OF (USA)

Before me the undersigned authority appeared
(Print Name), Stephanie Berman who is personally known to me or who has provided
as identification and who did swear to the following:

That he or she is the duly authorized representative of (Name of Entity) Carrefour Supportive Housing

(Address of Entity) 1398 SW 1st Street, Miami, FL 33135 Post Office
addresses are not acceptable.

65-0387766

Federal Employment Identification Number

_____ (hereinafter referred to as the contracting
"entity"), and that he or she is the entity's (Sole Proprietor)(Partner)(President or Other Authorized Officer)

That he or she has full authority to make this affidavit, and that the information given herein and the documents attached hereto are true and correct; and

That he or she says for the following sixteen (16) Affidavits and Declarations:

Miami-Dade County's Affidavits and Declarations

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (SECTION 2-8.1 OF THE COUNTY CODE)	Pertains <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Initial (M)
<p>If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock.</p> <p>If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner.</p> <p>If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and address are outlined below: Post Office addresses are not acceptable.</p>	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> Carfour Supportive Housing (Full Legal Name, Address, % Ownership) 100% </div> <div style="border: 1px solid black; padding: 5px;"> 1348 SW 1st Street North Miami FL 33135 (Full Legal Name, Address, % Ownership) </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> (Full Legal Name, Address, % Ownership) </div> <div style="border: 1px solid black; padding: 5px;"> (Full Legal Name, Address, % Ownership) </div>
<p>The full legal names and business address of any other individual (other than subcontractors, material person, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County are:</p> <p>Post office addresses are not acceptable</p> <p>Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in jail for up to sixty (60) days or both.</p>	

Miami-Dade County's Affidavits and Declarations

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (COUNTY ORDINANCE 90-133, AMENDING SECTION 2.8-1; SUBSECTION (d)(2) OF THE COUNTY CODE)	Pertains <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Initial (B)				
Except where precluded by Federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of then thousand dollars (\$10,000) or more shall require the entity contracting or transaction business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.					
Does your firm have a collective bargaining agreement with its employees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Does your firm provide paid health care benefits for its employees? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Provide a current breakdown (number of persons) of your firm's work force and ownership (below):					
White:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Males</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Females</td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;">2</td> <td style="text-align: center; padding: 2px 5px;">7</td> </tr> </table>	Males	Females	2	7
Males	Females				
2	7				
Black:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Males</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Females</td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;">8</td> <td style="text-align: center; padding: 2px 5px;">17</td> </tr> </table>	Males	Females	8	17
Males	Females				
8	17				
Hispanic:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Males</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Females</td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;">11</td> <td style="text-align: center; padding: 2px 5px;">33</td> </tr> </table>	Males	Females	11	33
Males	Females				
11	33				
Asian:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Males</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Females</td> </tr> <tr> <td style="text-align: center; padding: 2px 5px;">1</td> <td style="text-align: center; padding: 2px 5px;">1</td> </tr> </table>	Males	Females	1	1
Males	Females				
1	1				
American Native:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Males</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Females</td> </tr> <tr> <td style="padding: 2px 5px;"></td> <td style="padding: 2px 5px;"></td> </tr> </table>	Males	Females		
Males	Females				
Aleut (Eskimo):	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Males</td> <td style="width: 50%; border-bottom: 1px solid black; padding: 2px 5px;">Females</td> </tr> <tr> <td style="padding: 2px 5px;"></td> <td style="padding: 2px 5px;"></td> </tr> </table>	Males	Females		
Males	Females				

Miami-Dade County's Affidavits and Declarations

3. MIAMI-DADE COUNTY AFFIRMATIVE ACTION / NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (COUNTY ORDINANCE 98-30 CODIFIED AT 2-8.1.5 OF THE COUNTY CODE)	Pertains <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Initial (<u> B </u>)
<p>Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenue in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing, notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have a written affirmative action plan and procurement policy in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present. Based on the above, please complete the affidavit as directed and return the completed affidavit along with a cover letter on your company's letterhead, listing the company's address, phone and fax numbers, and any required documents, to: Miami-Dade County, Department of Procurement Management Affirmative Action Plan Unit 111 NW 1st Street, 13th Floor Miami, FL 33128</p>	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	My company has an affirmative action plan and procurement policy and is available for review.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	My company has annual gross revenues in excess of \$5,000,000. Therefore, our company's affirmative action plan and procurement policy is available for review.
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	My company has annual gross revenues less than \$5,000,000.
<p>If at any time the Miami Dade County has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies. The County may initiate debarment and/or pursue other remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.</p>	

4. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (SECTION 2-8.6 OF THE COUNTY CODE)	Pertains <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Initial (<u> B </u>)
<p>The individual or entity entering into a contract or receiving funding from Miami-Dade County <input type="checkbox"/> has <input checked="" type="checkbox"/> has not, as of the date of this affidavit, been convicted of a felony during the past ten (10) years. An officer, director, or executive officer of the entity entering into a contract or receiving funding from Miami-Dade County <input type="checkbox"/> has <input checked="" type="checkbox"/> has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.</p>	

Miami-Dade County's Affidavits and Declarations

5. PUBLIC ENTITY CRIMES AFFIDAVIT (SECTION 287.133(3)(a), FLORIDA STATUTES)

Pertains ☒
N/A ☐
Initial (RS)

The individual or entity entering into a contract or receiving funding from Miami-Dade County understands the following: That a "public entity crime" as defined in Paragraph 287.133 (1) (g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States of America, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States of America and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

That "Convicted" or "conviction" as defined in Paragraph 287.133 (1) (b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.

That an "affiliate" as defined in Paragraph 287.133 (1) (a) Florida Statutes means a) a predecessor or successor of a person convicted of a public entity crime; or b) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

That a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes means any natural person or entity organized under the laws of any state or of the United States of America with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

Based on information and belief, the statement as marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies by applying the individual initials near the box).

☒ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months; and
☐ yes an additional statement is applicable or ☐ no an additional statement is not applicable.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there have been subsequent proceedings before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the "Convicted Vendor List".

The individual or entity entering into a contract or receiving funding from Miami-Dade County understands that he or she is required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category 2 of any change in the information contained in this form.

Miami-Dade County's Affidavits and Declarations

6. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT
(County Ordinance No.142-91 codified as Section 11A-29 et.
seq of the County Code)

Pertains ☒
N/A ☐
Initial (B)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

7. MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION
AFFIDAVIT (County Resolution R-385-95)

Pertains ☒
N/A ☐
Initial (B)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat. 327, 42 U. S. C. 12101-12213 and 47 U. S. C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodation and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794: The Federal Transit Act, as amended 49 U. S. C. Section 1612: The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State.

8. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE
FEEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Pertains ☒
N/A ☐
Initial (B)

Miami-Dade County's Affidavits and Declarations

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

9. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

Pertains ☒
N/A ☐
Initial (D)

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

10. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

Pertains ☒
N/A ☐
Initial (D)

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

11. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

Pertains ☒
N/A ☐
Initial (D)

Miami-Dade County's Affidavits and Declarations

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace;
2. the firm's policy of maintaining a drug-free environment at all workplaces;
3. availability of drug counseling, rehabilitation and employee assistance programs;
4. penalties that may be imposed upon employees for drug abuse violations.

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

12. ATTESTATION REGARDING DUE AND PROPER ACKNOWLEDGEMENT OF COUNTY FUNDING SUPPORT

Pertains ☒
N/A ☐
Initial (M)

By initialing this subsection and accepting County funds, the above named firm, corporation, organization or individual agrees to abide by the grant contract requirement to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

13. MIAMI-DADE COUNTY RESOLUTION NO. R-630-13 REQUIRING A DETAILED PROJECT BUDGET, SOURCES AND USES STATEMENT, CERTIFICATIONS AS TO PAST DEFAULTS ON AGREEMENTS WITH NON-COUNTY FUNDING SOURCES, AND DUE DILIGENCE CHECK

Pertains ☒
N/A ☐
Initial (M)

Miami-Dade County's Affidavits and Declarations

Pursuant to Miami-Dade County Resolution No. R-630-13, requiring a detailed project budget, sources and uses statement, certifications as to past defaults on agreements with non-county funding sources and due diligence check prior to the County Mayor or County Mayor's designee recommending a commitment of Miami-Dade County funds to Social Services, Economic Development, Community Development, and Affordable Housing Agencies and Providers.

The undersigned entity certifies, to the best of his or her knowledge and belief, that:

1. Within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members:
 - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
 - (ii) have been cited by a funding source for non-compliance or default under a contract;
 - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters which prohibit the Agency from making the certifications required and explain how the matters are being resolved (use separate sheet if necessary):

14. MIAMI-DADE COUNTY RESOLUTION No. R-478-12 NOT TO USE PRODUCTS OR FOODS CONTAINING "PINK SLIME"

Pertains ☐
N/A ☒
Initial (JS)

Pursuant to Miami-Dade County Resolution No. R-478-12, the undersigned certifies, not to use meat products containing "Pink Slime" in food provided or served as part any food program; urging all who provide food services or operate a food program to immediately discontinue using meat products containing "pink slime" in food provided or served in these programs.

15. MIAMI-DADE COUNTY REQUIRED LOBBYIST REGISTRATION FOR ORAL PRESENTATION Section 2-11.1(i)(2) CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE

Pertains ☐
N/A ☒
Initial (JS)

Miami-Dade County's Affidavits and Declarations

All lobbyists shall register with the Clerk of the Board of County Commissioners within five (5) business days of being retained as a lobbyist or before engaging in any lobbying activities, whichever shall come first. Every person required to so register shall:

1. Register on forms prepared by the Clerk;

2. State under oath his or her name, business address and the name and business address of each person or entity which has employed said registrant to lobby. If the lobbyist represents a corporation, the corporation shall also be identified. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five (5) percent or more ownership interest in such corporation, partnership, or trust. Registration of all lobbyists shall be required prior to January 15 of each year and each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

3. Prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, stating that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of a bid or proposal as evidence that a proposer or bidder is not a responsible contractor. Each principal shall file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent the principal.

☒ By initialing here, the principals or principal's representative have filed with the Clerk of the Board of County Commissioners stating that a lobbyist is authorized to represent the principal.

4. Any public officer, employee or appointee who only appears in his or her official capacity shall not be required to register as a lobbyist.

5. Any person who only appears in his or her individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item, shall not be required to register as a lobbyist.

6. Any person who only appears as a representative of a not-for-profit corporation or entity (such as a charitable organization, or a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item, shall register with the Clerk as required by the Ordinance subsection, but, upon request, shall not be required to pay any registration fees.

The Clerk of the Board of County Commissioners shall notify the Commission on Ethics and Public Trust of the failure of a lobbyist or principal to file a report and/or pay the assessed fines after notification. A lobbyist or principal may appeal a fine and may request a hearing before the Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Commission on Ethics and Public Trust within fifteen (15) calendar days of receipt of the notification of the failure to file the required disclosure form. The Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or part, based on good cause shown. The Commission on Ethics and Public Trust shall have the authority to adopt rules of procedure regarding appeals from the Clerk of the Board of County Commissioners.

Except as otherwise provided in subsection of the Ordinance, the validity of any action or determination of the Board of County Commissioners or County personnel, board or committee shall not be affected by the failure of any person to comply with the provisions of this subsection(s). (Ord. No. 00-19, § 1, 2-8-00; Ord. No. 01-93, § 1, 5-22-01; Ord. No. 01-162, § 1, 10-23-01; Ord. No. 03-107, § 1, 5-6-03)

Miami-Dade County's Affidavits and Declarations

16. Disclosure SUBCONTRACTOR / SUPPLIER LISTING (ORDINANCE 97-104)

Pertains ☐
 N/A ☒
 Initial (h)

This form, or a comparable form meeting the requirements of Ordinance 97-104, must be completed by all bidders and proposers on Miami-Dade County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000.00 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000.00 or more. **This form or a comparable form meeting the requirements of Ordinance 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading, in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender Race	
NONE				
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender Race	
NONE				

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

(Stephane Bernin) (10/30/18)
 Signature of Authorized Representative Date
 (Stephane Bernin) (President)
 Print Name Print Title

(Duplicate if additional space is needed)

Miami-Dade County's Affidavits and Declarations



I have carefully read this entire 11-page document entitled, "Miami-Dade County's Affidavits and Declarations" and agree to; (1) sign an affidavit as to certain matters and (2) make a declaration as to certain other matters. This form contains both Affidavit forms for matters requiring the entity to sign under oath and Declaration forms for matters requiring only an affirmation or declaration for other matters.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS AND DISCLOSURES 1-16

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By:

Signature of Witness or Secretary Seal

Date

Signature of Affiant

Federal Employer Identification Number

Printed Name of Affiant and Name of Agency

Address of Agency

SUBSCRIBED AND SWORN TO (or affirmed) before me this 30 day of October, 20 18

He/She is personally known to me or has presented _____ as identification.

Type of identification

Signature of Notary

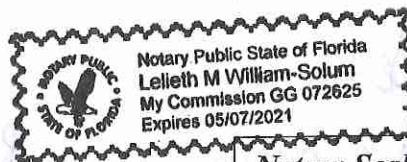
Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of Florida

County of Miami-Dade



Notary Seal