

# Memorandum



**Date:** December 20, 2005

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 14(A)(1)

**From:** George M. Burgess  
County Manager

**Subject:** Resolution Authorizing the Purchase of the Property Located at 710-720 Alton Road on Miami Beach Utilizing Funds from the Building Better Communities Bond Program's Healthcare Fund and Advance Funding to 2005

**This item is amended pursuant to directives from the Community Outreach, Safety and Health Administration Committee meeting of December 14, 2005 to recognize the need for integrated, comprehensive HIV/AIDS services.**

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (the Board) approve the attached resolution authorizing an allocation not to exceed \$8 million from the *Building Better Communities Bond Program (BBC)* to purchase and renovate a 25,000 square foot property located at 710-720 Alton Road ("Property") currently being leased by the Miami Beach Community Health Center, Inc. (MBCHC). MBCHC would utilize \$6.995 million to purchase the property from South Beach Heights I, LLC (the present owner of the property) and the remaining \$1,005,000 would be used for closing costs, associated with the purchase, and rehabilitation of the property. Immediately following the closing between the MBCHC and South Beach Heights I, LLC, MBCHC will convey by Special Warranty Deed (Attachment A) the property "AS IS" to Miami-Dade County. This conveyance will fulfill the requirements of the terms and conditions of the Agreement to Provide Funding for the Purchase of 710-720 Alton Road, Miami Beach, Florida (Attachment B).

It is also recommended that the Board waive the provisions of County Ordinance 01-95 that requires having two MAI appraisals for any property whose value exceeds \$5 Million. Due to the time constraints of this proposed transaction, there was insufficient time to fulfill this requirement. It should be noted, however, that an appraisal of the property was performed. Appraisalfirst Inc. appraised the property with an "AS IS" Market Value, including these future development rights, of \$7,500,000. Beach Bank requested the appraisal when considering MBCHC for a loan.

Lastly, it is recommended that the Board approve the Lease Agreement (Attachment C) with the MBCHC for the property to be purchased located at 710-720 Alton Road. The lease agreement with MBCHC provides for the tenant to be responsible for all annual maintenance and operating expenses pertaining to the property.

## **BACKGROUND**

On July 20, 2004, the Board approved eight resolutions to be placed on the ballot for the November 2, 2004 election. Resolution No. 916-04 provides funds to construct and improve emergency and healthcare facilities and includes a line item for community healthcare facilities (BBC project #305) in the amount of \$25 million. At a special Building Better Communities Meeting on July 20<sup>th</sup>, 2004, MBCHC was read into the record as being included in the Healthcare Fund without a specific allocation.

The Property leased by MBCHC is currently on the market and they do not have the funds to purchase the Property. If the Property is sold and they are asked to vacate the premises, their funding would be endangered due to Federal Statutory regulations requiring them to maintain a presence in zip code 33139. MBCHC is currently occupying 15,000 square feet of the 25,000 square foot building.

Purchasing the Property located at 710-720 Alton Road provides Miami-Dade County with a tremendous opportunity to develop a national model for community-based health services. MBCHC provides quality, affordable health care and support services to the medically underserved and uninsured people of the City of Miami Beach and surrounding areas. For nearly thirty years the Center has been the only full service primary care facility located on South Beach.

The recommendation to utilize *BBC* funds to purchase this Property will not only enable the County to maintain MBCHC in its current location but provides the opportunity to use these funds by developing a public-private partnership to explore the strategies for enhancing MBCHC's capabilities to serve a broader spectrum of the healthcare needs of County residents. In support of MBCHC's continued delivery of vital healthcare, Miami-Dade County, through the Office of Countywide Healthcare Planning, together with the Public Health Trust, the Miami-Dade Department of Health and the Miami Beach Community Health Center will institute a planning group of key stakeholders to assess all existing services available on Miami Beach to meet the needs of its residents, including opportunities to maximize efficiency and determine models of service delivery that best meet the needs of the population to be served. In particular, the MBCHC, together with its community partners, will seek to develop and institute an integrated and comprehensive model of HIV/AIDS services that protects the privacy of MBCHC clients. An extended service facility would provide welcoming and effective services for all residents, both insured and uninsured, and could ideally offer a sustainable alternative for those who currently utilize the region's emergency rooms as a source of primary care.

MBCHC first opened its doors in 1977 to serve the low-income elderly population living in Miami Beach. Each year they provide primary health care to a greater number of clients who would do without, if MBCHC were not available to them. Their facilities provide care for the entire Miami Beach area, with two full service centers - one at the south end of Miami Beach and one at the north end of Miami Beach. MBCHC also has a school-based health center at the Miami Beach High School - the only senior high school on Miami Beach. MBCHC's main location, the Stanley C. Myers Community Health Center in South Beach, is the only site that makes lease payments. Miami-Dade County Public Schools contribute space for their school-based health centers and MBCHC owns the North Beach Beverly Press Center building.

The Property is zoned CD-2 by the City of Miami Beach, which allows for a maximum of 38,250 square feet of gross building area. The Property currently contains a 25,000 square foot building; therefore, the County can expand the Property in the future by an additional 13,250 square feet.

In addition, the Contract of Purchase and Sale includes a Parking License Agreement (Attachment D) that grants the buyer "non-exclusive" right to use 70 unassigned parking spaces located on the lot directly adjacent to the property to be purchased. This parking lot

Honorable Joe A. Martinez  
And Members, Board of County Commissioners  
Page 3

may be substituted for others provided the substitute spaces are within a two (2) block radius of the property. The term of the parking agreement is for two (2) years and automatically renews for four (4) successive two (2) year extensions. The annual rate for the 70 parking spaces is \$63,000 the first year and \$70,000 for years two-through-six (2-6). Under the terms of the Lease Agreement (Attachment C), the MBCHC is responsible for the performance of all the terms and conditions of the Parking License Agreement. The MBCHC's current lease includes 30 parking spaces at an annual cost of \$18,000.

Lastly, since the Property was not included among the projects approved by the Board for funding initially from Bond proceeds, it is recommended that the purchase and renovation of the Property be funded from the bond premium realized from the sale of the Bonds. Although the principal amount of the Bonds was \$250 million, the investors paid a premium in order to purchase the Bonds that netted the County an additional \$13.635 million in bond proceeds. The additional bond proceeds may be used to expedite projects such as the MBCHC ahead of their previously approved schedules. The bond premium does not increase the total size of the Bond Program from the original \$2.926 billion. The amount to be used from the bond premium to fund the cost of the Property will not exceed \$7.8 million since \$200,000 of Bond proceeds was allocated for primary health facilities when the Bonds were issued. A recommendation for the use of the remaining bond premium will be presented to this Board for consideration in the upcoming months.

This item was heard and approved by the Citizen's Advisory Committee on October 3, 2005 and the GOB Sub-Committee on October 5, 2005.

Purchasing this property provides Miami-Dade County with a tremendous opportunity to develop a national model for community-based health services. MBCHC is already a critical healthcare resource serving the City of Miami Beach and surrounding areas. For nearly thirty years the Center has been the only full service primary care facility located on South Beach.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** December 20, 2005

**FROM:** Murray A. Greenberg  
County Attorney

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

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review



Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(1)  
12-20-05

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE ALLOCATION OF BUILDING BETTER COMMUNITIES BOND PROGRAM FUNDS IN THE AMOUNT OF \$8 MILLION FOR THE PURCHASE AND RENOVATION OF THE PROPERTY LOCATED AT 710-720 ALTON ROAD; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF 710-720 ALTON ROAD, MIAMI BEACH; AUTHORIZING ACCEPTANCE OF A SPECIAL WARRANTY DEED FOR THE LAND AND THE BUILDING LOCATED AT 710-720 ALTON ROAD, MIAMI BEACH, FLORIDA ATTACHED HERETO; AUTHORIZING THE COUNTY MANAGER, TO EXECUTE THE LEASE AGREEMENT ATTACHED HERETO, AT 710-720 ALTON ROAD, MIAMI BEACH, WITH MIAMI BEACH COMMUNITY HEALTH CARE, INC.; AND AUTHORIZES THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the Board of County Commissioners adopted eight resolutions on July 20<sup>th</sup>, 2004, that, together, called for a special election on eight general obligation bond questions; and

WHEREAS, a special election was held on November 2<sup>nd</sup>, 2004, and all eight questions were overwhelmingly approved by the electorate; and

WHEREAS, *BBC* project #305 – Primary Healthcare Facilities Fund, was included in ballot question number 5 and the intent at the July 20<sup>th</sup>, 2004 Board meeting was to allocate up to \$8 million for the Miami Beach Community Health Center, Inc. (“MBCHC”) with the balance of the remaining funds for projects to be identified at a later date; and

WHEREAS, and at a special Building Better Communities Meeting on July 20<sup>th</sup>, 2004, MBCHC was read into the record as being included in the Healthcare Fund without a specific allocation ,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the allocation of \$8 million from *Building Better Communities* bond program funds for the purchase and renovation of the property located at 710-720 Alton Road on Miami Beach; authorizes the County Manager to execute the agreement to provide funding for the purchase of 710-720 Alton Road, Miami Beach; authorizes the acceptance of a Special Warranty Deed for the land and building located at 710-720 Alton Road, Miami Beach, Florida attached hereto; authorizes the County Manager, to execute the Lease Agreement attached hereto, at 710-720 Alton Road, Miami Beach with Miami Beach Community Health Care, Inc.; and authorizes the County Manager to exercise any and all other rights conferred therein.

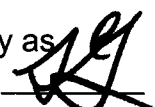
The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows :

- |                      |                               |                          |
|----------------------|-------------------------------|--------------------------|
|                      | Joe A. Martinez, Chairman     |                          |
|                      | Dennis C. Moss, Vice-Chairman |                          |
| Bruno A. Barreiro    |                               | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz     |                               | Carlos A. Gimenez        |
| Sally A. Heyman      |                               | Barbara J. Jordan        |
| Dorin D. Rolle       |                               | Natacha Seijas           |
| Katy Sorenson        |                               | Rebeca Sosa              |
| Sen. Javier D. Souto |                               |                          |

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of December, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
 BY ITS BOARD OF COUNTY  
 COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
 to form and legal sufficiency. 

By: \_\_\_\_\_  
 Deputy Clerk

Thomas Goldstein

## MIAMI BEACH COMMUNITY HEALTH CENTER, INC

### ADDITIONAL FACTS

- ✧ Miami Beach Community Health Center provides comprehensive primary care services including prenatal care, acute and well-child care, acute and well adults care, chronic disease management, dental services, HIV case management, laboratory and pharmacy services.

In 2004, Miami Beach Community Health Center served over 24,500 clients from more than 15 countries. MBCHC provided 84,582 medical encounters, 6,988 dental encounters and 22,690 prenatal & HIV case management encounters.

- ✧ Over 80% of our clients have no health insurance
- ✧ 25% of our clients reported incomes of 100 percent of poverty or below
- ✧ 61% of our clients reported incomes of 100-150 percent of poverty
- ✧ More than 35% of our clients are under the age of 19
- ✧ 70% of our clients are more comfortable in languages other than English
- ✧ 95% of our clinical staff is bilingual
- ✧ 62% of our encounters clients are seen at the Stanley C. Myers Center and 33% are seen at the Beverly Press Center.

### FUNDING

Miami Beach Community Health Center is supported by the following funding streams:

- ✧ Bureau of Primary Health Care (HHS), 330 (e) funding for community health centers
- ✧ Healthy Schools, Healthy Communities (HHS) for school-based health centers
- ✧ Public Health Trust of Miami-Dade County for primary health care for indigent persons
- ✧ Ryan White Care Act, Title III (HHS) for prevention and early intervention – HIV/AIDS
- ✧ Ryan White Care Act, Title I (Miami-Dade County) for primary health care for persons living with HIV/AIDS
- ✧ Department of Health, State of Florida for Healthy Start for at-risk pregnant women
- ✧ Attorney General's Office, State of Florida for nutritional counseling and education
- ✧ City of Miami Beach, Community Development Block Grant program for support of the Beverly Press Center and the Children of the World School-based Health Center
- ✧ Pfizer Pharmaceuticals for promoting health literacy through health education
- ✧ Patient revenues

### PROJECT DESCRIPTION

Purchase existing building located at 710-720 Alton Road, approximately 25,000 square feet currently occupying 15,000 square feet and 10,000 square feet is currently undeveloped warehouse space.

Appraised Value:	\$7,500,000
Purchase price "as is":	\$6,995,000
Closing cost, interest and renovation/major repairs:	<u>\$1,005,000</u>
BBC Bond Program:	<u>\$8,000,000</u>

**[Attachment to:  
MEMORANDUM**

**PURCHASE OF THE PROPERTY LOCATED AT 710-720 ALTON ROAD ON  
MIAMI BEACH – UTILIZING FUNDS FROM THE BUILDING BETTER  
COMMUNITIES BOND PROGRAM'S HEALTHCARE FUND]**

**Attachment A  
SPECIAL WARRANTY DEED**

This instrument prepared by and return to:

Harold L. Lewis, Esq.  
Pathman Lewis, LLP  
One Biscayne Tower, Suite 2400  
2 South Biscayne Boulevard  
Miami, Florida 33131  
(305) 379-2425

Folio Numbers:

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida not for profit corporation, whose mailing address is 710 Alton Road, Miami Beach, Florida 33139, as "GRANTOR," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is \_\_\_\_\_ as "GRANTEE."

(Whenever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:**

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Miami-Dade and State of Florida, to wit:

**Lots 20, 21 and 22, in Block 2, of AMENDED PLAT OF FLEETWOOD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 28, at Page 34, of the Public Records of Miami-Dade County, Florida**

This conveyance is subject to the following:

1. Taxes and assessments for the year 2005 and years subsequent thereto.
2. Conditions, reservations, restrictions, limitations, dedications and easements of record.
3. Zoning and other governmental restrictions and regulations.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

The GRANTOR hereby specially warrants the title to the said real property, and will defend the same, against the lawful claims of all persons claiming by, through or under the said GRANTOR, but none other.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed by its proper officer thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

MIAMI BEACH COMMUNITY HEALTH  
CENTER, INC., a Florida not for profit  
Corporation

By: \_\_\_\_\_  
Printed Name:  
Title:

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

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

STATE OF FLORIDA            )  
  )SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of , 2005 by \_\_\_\_\_, as \_\_\_\_\_ President of MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida not for profit corporation, on behalf of said company who [ ] is personally known to me or [ ] has produced a Florida driver's license as identification, and who did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

**[Attachment to:  
MEMORANDUM**

**PURCHASE OF THE PROPERTY LOCATED AT 710-720 ALTON ROAD ON  
MIAMI BEACH – UTILIZING FUNDS FROM THE BUILDING BETTER  
COMMUNITIES BOND PROGRAM'S HEALTHCARE FUND]**

**Attachment B  
AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF  
710-720 ALTON ROAD MIAMI BEACH, FLORIDA**

**AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF 710-720  
ALTON ROAD, MIAMI BEACH, FLORIDA**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between Miami-Dade County ("County"), a political subdivision of the State of Florida, and the Miami Beach Community Health Center, Inc. ("MBCHC") a not-for-profit corporation under the laws of the State of Florida:

WHEREAS, the Board of County Commissioners approved Resolution No. R-\_\_\_\_\_, a resolution approving the allocation of Building Better Communities Bond Program funds in the amount of \$8 million (\$6,995,000 would be used for the purchase of the property and the remaining \$1,005,000 would be used for closing costs, associated with the purchase, and rehabilitation of the property) for the property located at 710-720 Alton Road, Miami Beach, Florida (the "Property"); and

WHEREAS, the allocation of the bond money is contingent on the County owning the Property.

NOW THEREFORE, in consideration of the County providing the above referenced funding and the mutual promises contained herein, the parties agree as follows:

1. Immediately following its closing on the Property MBCHC will convey the Property, by Special Warranty Deed (Exhibit "A" attached hereto) and subject to the terms and conditions of the CONTRACT FOR PURCHASE AND SALE, AND ADDENDUM TO CONTRACT FOR SALE AND PURCHASE, AND FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE AND SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE (all Exhibit "B" attached hereto) and the PARKING LICENSE AGREEMENT (Exhibit "C" attached hereto) to the County;

2. The County and MBCHC agree to enter into a Lease Agreement, (Exhibit "D-1" attached hereto) for MBCHC's use of the Property.

This Agreement contains the entire understanding between the parties and it may only be amended, in writing, by joint agreement of both parties and a Resolution of the Miami-Dade Board of County Commissioners.

(signatures on following page)



IN WITNESS WHEREOF, County and Miami Beach Community Health Center, Inc. have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

**Miami Beach Community Health Center, Inc.** a Florida non-profit corporation

*Kathryn Abbate*  
Kathryn Abbate  
Chief Executive Officer

*Stanley B DeHaat*  
WITNESS STANLEY B DELHAAT  
*Orlando Trquechel*  
WITNESS ORLANDO TRQUECHEL

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of November, 2005, by Kathryn Abbate as Chief Executive Officer on behalf of the Miami Beach Community Health Center, who is personally known to me.

(SEAL)

*C. Longueira*  
Carmen Longueira Notary Public, State of Florida  
Print/Type Notary Name



Commission Number: FDD 16 38 4 2  
My Commission Expires 7-1-2006

**Miami-Dade County**, a political subdivision of the State of Florida

Attest:

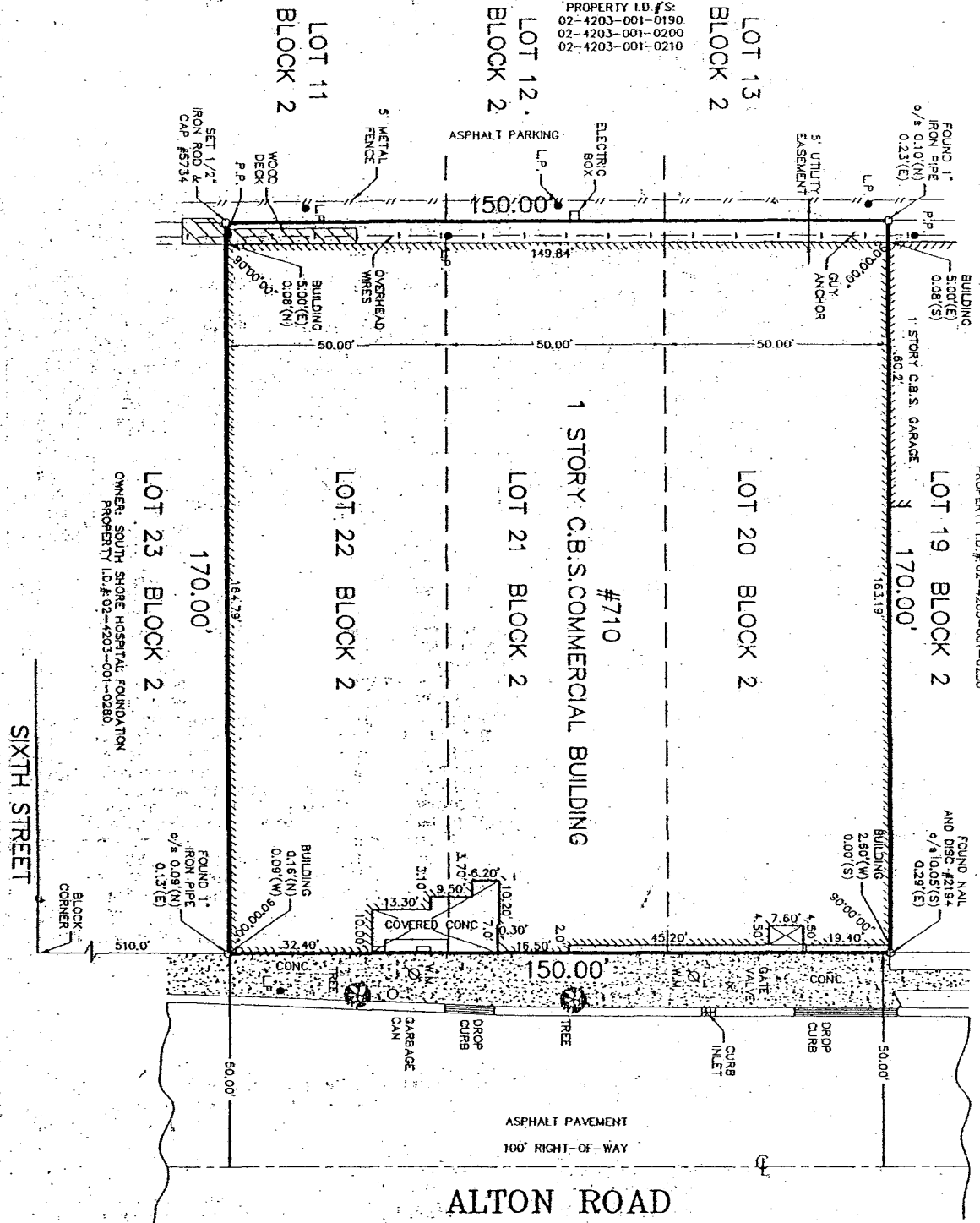
George M. Burgess  
County Manager

Elizabeth Adorno, Deputy Clerk

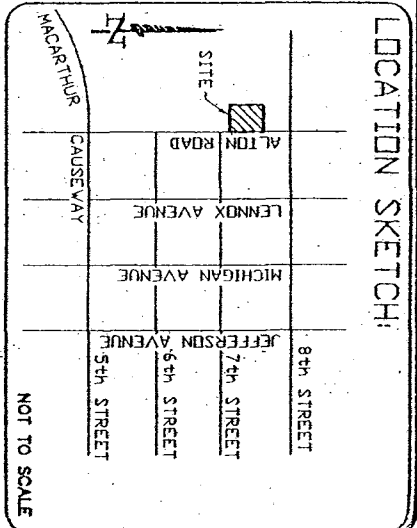
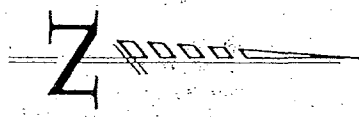
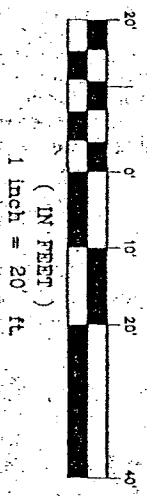
Reviewed by County Attorney as to form and legal sufficiency \_\_\_\_\_

OWNER: WEST ALTON CORPORATION  
 PROPERTY I.D.#S:  
 02-4203-001-0190  
 02-4203-001-0200  
 02-4203-001-0210

OWNER: SEVEN FOURTY CENTRAL CORPORATION  
 PROPERTY I.D.# 02-4203-001-0230



SCALE: 1" = 20'  
 DRAWN BY: Q.D.I. SKETCH NO.: 03-1998  
 SIDE 2 OF 2



ALTON ROAD

SIXTH STREET

ASPHALT PAVEMENT  
 100' RIGHT-OF-WAY

150.00'

170.00'

LOT 19 BLOCK 2  
 170.00'

LOT 20 BLOCK 2

LOT 21 BLOCK 2

LOT 22 BLOCK 2

LOT 23 BLOCK 2

#710  
 1 STORY C.B.S. COMMERCIAL BUILDING

ASPHALT PARKING

FOUND 1" IRON PIPE  
 0.10'(N)  
 0.23'(E)  
 BUILDING  
 5.00'(E)  
 0.08'(S)  
 1 STORY C.B.S. GARAGE

5' METAL FENCE  
 5' UTILITY EASEMENT  
 5' WOOD DECK  
 SET 1/2" IRON ROD & CAP #5734  
 P.P.  
 OVERHEAD WIRES  
 BUILDING  
 5.00'(E)  
 0.08'(N)

FOUND NAIL AND DISC #2194  
 0.1005'(S)  
 0.23'(E)  
 BUILDING  
 2.60'(W)  
 0.00'(S)

FOUND 1" IRON PIPE  
 0.18'(N)  
 0.09'(W)  
 0.13'(E)  
 BUILDING  
 0.18'(N)  
 0.09'(W)  
 90.00'(N)

COVERED CONC  
 1.70'  
 0.22'  
 7.0'  
 10.20'  
 16.50'

4.50'  
 7.60'  
 4.50'  
 19.40'

150.00'

50.00'

50.00'

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**AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF 710-720 ALTON  
ROAD, MIAMI BEACH, FLORIDA**

**EXHIBIT A  
SPECIAL WARRANTY DEED**

This instrument prepared by and return to:

Harold L. Lewis, Esq.  
Pathman Lewis, LLP  
One Biscayne Tower, Suite 2400  
2 South Biscayne Boulevard  
Miami, Florida 33131  
(305) 379-2425

Folio Numbers:

**SPECIAL WARRANTY DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida not for profit corporation, whose mailing address is 710 Alton Road, Miami Beach, Florida 33139, as "GRANTOR," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is \_\_\_\_\_ as "GRANTEE."

(Whenever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:**

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Miami-Dade and State of Florida, to wit:

**Lots 20, 21 and 22, in Block 2, of AMENDED PLAT OF FLEETWOOD SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 28, at Page 34, of the Public Records of Miami-Dade County, Florida**

This conveyance is subject to the following:

1. Taxes and assessments for the year 2005 and years subsequent thereto.
2. Conditions, reservations, restrictions, limitations, dedications and easements of record.
3. Zoning and other governmental restrictions and regulations.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The GRANTOR hereby specially warrants the title to the said real property, and will defend the same, against the lawful claims of all persons claiming by, through or under the said GRANTOR, but none other.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed by its proper officer thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

MIAMI BEACH COMMUNITY HEALTH  
CENTER, INC., a Florida not for profit  
Corporation

By: \_\_\_\_\_  
Printed Name:  
Title:

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

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

STATE OF FLORIDA            )  
  )SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_, as \_\_\_\_\_ President of MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida not for profit corporation, on behalf of said company who [ ] is personally known to me or [ ] has produced a Florida driver's license as identification and who did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

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**AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF 710-720 ALTON  
ROAD, MIAMI BEACH, FLORIDA**

**EXHIBIT B  
CONTRACT FOR SALE AND PURCHASE, AND  
ADDENDUM TO CONTRACT FOR SALE AND PURCHASE, AND  
FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE, AND  
SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE**

**CONTRACT FOR SALE AND PURCHASE**  
**FAR/BAR**

**PARTIES:** South Beach Heights I, LLC, a Florida limited liability company ("Seller"), (Phone)

**AND** Miami Beach Community Health Center, Inc., a Florida corporation not for profit ("Buyer") (Phone)

hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") upon the following terms and conditions, which INCLUDE Standards for Real Estate Transactions ("Standard(s)") on the reverse side herof or attached hereto and riders and addenda to this Contract for Sale and Purchase ("Contract").

**I. DESCRIPTION:**  
(a) Legal description of Real Property located in: Lots 20, 21 and 22, Block 2 AMENDED PLAT OF FLEETWOOD SUBDIVISION, Plat Book 28, Page 34, Miami-Dade County, Florida  
Tax Folio #U7-4203-001-0270 & U7-4203-001-0260

(b) Street address, city, zip, of the Property is: 710 & 720 Alton Road, Miami Beach, Florida 33602

(c) Personal Property: All improvements, fixtures and other personal property owned by Seller located on or about the property.

**II. PURCHASE PRICE:** \$6,000,000.00

**PAYMENT:**  
(a) Deposit held in escrow by (First American Title Insurance Company) in the amount of \$ 150,000.00

(b) Additional escrow deposit (to be made within N/A of the effective date of the contract) in the amount of \$ N/A

(c) Subject to AND assumption of existing mortgage in good standing in favor of \$ N/A having an approximate present principal balance of \$ N/A

(d) Purchase money mortgage and note to Seller (see addendum) in the amount of \$ N/A

(e) Other: See Addendum Paragraph iv(a)-below \$ 5,000,000.00

(f) Balance to close by U.S. cash, LOCALLY DRAWN certified or cashier's check or third-party loan, subject to adjustments or prorations \$850,000.00

**III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**IV. FINANCING**

(a) If the purchase price or any part of it is to be financed by a third-party loan, this Contract is conditioned on Buyer obtaining a written commitment within 45 days after Effective Date for a fixed loan in the principal amount of (or at the option of of principal amount, and for a term Buyer will make application within days after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan, Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or SEE ADDENDUM

(b) The existing mortgage described in Paragraph II(c), above, has (CHECK ONLY ONE):  a variable interest rate; or  a fixed interest rate of % per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed % per annum. Seller shall, within days after Effective Date, furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgage charge(s) not to exceed \$ shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of the Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

**V. TITLE EVIDENCE:** Within 10 days of Effective Date of Contract, CHECK ONLY ONE:  Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, or  Buyer shall at Buyer's expense obtain (CHECK ONLY ONE):  abstract of title; or  title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance. \*or prior owner's title policy.

**VI. CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before SEE ADDENDUM unless modified by other provisions of this Contract.

**VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for commercial purposes.

**VIII. OCCUPANCY:** Seller warrants that there are no parties in occupancy other than Seller; but, if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing (unless otherwise stated herein). If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition at time of taking occupancy unless otherwise stated herein.

**IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

**X. RIDERS:** (CHECK those riders which are applicable AND are attached to this Contract):

(a)  COASTAL CONSTRUCTION CONTROL LINE (d)  FHA/VA (g)  HOMEOWNERS' ASSOCIATION DISCLOSURE  
(b)  CONDOMINIUM (e)  INSULATION (h)  RESIDENTIAL LEAD-BASED HAZARD DISCLOSURE  
(c)  FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (f)  "AS IS" (i)  Addendum

**XI. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

**XII. DISCLOSURES:**

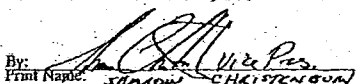
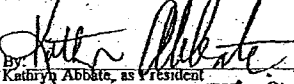
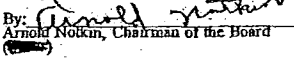
(a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.  
(b) Buyer may have determined the energy efficiency rating of the residential building, if any is located on the Real Property.  
(c) If the Real Property includes pre-1978 residential housing then Paragraph X (h) is mandatory.

**XIII. MAXIMUM REPAIR COSTS:** Seller shall not be responsible for payment in excess of:  
(a) \$ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).  
(b) \$ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

**XIV. SPECIAL CLAUSES; ADDENDA:** If additional terms are to be provided, attach addendum and CHECK HERE

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**  
**THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.**

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.  
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**SOUTH BEACH HEIGHTS I, LLC** **MIAMI BEACH COMMUNITY HEALTH CENTER, INC.**  
By:  8/9/05 By:  7/25/05  
Print Name: STANOW CHRISTENSON (Date) Kathryn Abbate, as President (Date)  
By:  7/25/05  
Print Name: Arnold Nofkin, Chairman of the Board (Date)

Deposit under Paragraph II(a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. (Escrow Agent)

**BROKER'S FEE:** The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract. SEE ADDENDUM  
Name: Listing Broker Cooperating Brokers, if any

# STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Real Property recorded in the public records of the county wherein the Real Property is located through Effective Date, shall constitute with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 30 days, if abstract, or 10 days, if title commitment, from date of receipt of evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided therefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. **BUYER WILL PAY ALL COSTS OF OBTAINING TITLE INSURANCE.**

**B. PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a 5-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and assets being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

**C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictive covenant covenants or applicable governmental regulation, the same shall constitute a title defect.

**D. PERMITS:** Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation in the Property. If either or both are found, Buyer shall have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(f). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction, and receive a credit at closing on the amount provided in Paragraph XIII(f). Termites shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

**E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, title in which is in accordance with Standard A.

**F. LEASES:** Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contract tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

**G. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or partial liens known to Seller which have been or are to be improvements or repairs to the Real Property for 90 days immediately preceding date of closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

**H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent designated by Seller.

**I. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract. SEE ADDENDUM.

**J. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgage estoppel letters and other instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

**K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by the Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V. And surtax, if any. SEE ADDENDUM.

**L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through day before closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be credited to Buyer. At closing shall be increased or decreased as may be required by proration to be made through day prior to closing or occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of a bill on condition that the party requesting the adjustment shall be held to the tax proration based on the actual assessment. Seller shall certify and certify special assessment for the year of date of closing (not as of Effective Date) are to be paid by Seller. BUYER. Pending liens and debt of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

**M. INSPECTION, REPAIR AND MAINTENANCE:** Seller warrants that, as of 10 days prior to closing, the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage do not have any VISIBLE EVIDENCE of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in WORKING CONDITION. The foregoing warranty shall be limited to the items specified and to the extent otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of those items by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if necessary) or by an appropriate contractor before closing. Buyer shall be responsible for the cost of any repairs and the cost of holding an occupational license for such purpose. Seller shall not be held liable for the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of a cosmetic nature unless caused by a defect. Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid in escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of Personal Property and the Real Property are subject to the condition existing as of the Effective Date of closing.

**N. RISK OF LOSS:** If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% 10% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% 10% of the assessed valuation of the Property so damaged, Buyer shall have the option of either making Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).

**P. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or charge which would encumber Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be held in escrow by Seller or by a mutually acceptable agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of the closing procedure required by this Standard may be waived if the title agent insures advance proceeds pursuant to Section 627.7041, F.S., as amended. SELLER SHALL DELIVER A GAP AFFIDAVIT AT CLOSING SO THAT CLOSING AGENT MAY INSURE THE GAP AND DISBURSE AT CLOSING.

**Q. ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, the liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

**R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer, and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party or parties the attorney's fees, costs and expenses incurred by the prevailing party in this Contract within the time specified, including payment of all deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract\* and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s)\* without thereby waiving any action for damages resulting from Seller's breach.

\* as Seller's sole remedies; \*\* as Buyer's sole remedies.

**T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE:** Neither this Contract, nor any notice of it shall be recorded in any public records. This Contract shall bind all persons in the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.

**U. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's personal representative's or guardian's deed SPECIAL WARRANTY DEED, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of the Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**W. WARRANTIES:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.



## ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

THIS ADDENDUM is attached to and forms a part of that certain Contract for Sale and Purchase by and between SOUTH BEACH HEIGHTS I, LLC, a Florida limited liability company, as Seller, and MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida corporation not for profit, as Buyer, concerning the property and improvements located at 710 & 720 Alton Road, Miami Beach, Florida (the "Property"). In the event this Addendum conflicts with, varies from or modifies the terms and provisions of said Contract, then in such event, the terms and provisions hereof shall control and govern.

1. AS IS SALE. SELLER IS DELIVERING THE PROPERTY IN ITS PRESENT "AS IS" CONDITION SUBJECT TO ORDINARY WEAR AND TEAR. SELLER SHALL NOT BE REQUIRED TO MAKE ANY REPAIRS OR RENOVATIONS TO THE IMPROVEMENTS OR THE PROPERTY. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE CONTRACT OR THIS ADDENDUM, SELLER DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THE PHYSICAL CONDITION OR FITNESS OF THE PROPERTY INCLUDING THE BUILDING, FIXTURES, OR IMPROVEMENTS TO BE CONVEYED HEREUNDER.

To the maximum extent permitted by applicable law this sale is made and will be made without representation, covenant or warranty of any kind (whether express, implied or, to the maximum extent permitted by applicable law) by Seller. As a material part of the consideration for this Agreement, Buyer agrees to accept the Property on an "As Is" and "Where Is" basis, with all faults, and without any representation or warranty, all of which any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specification, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety and the environment. Buyer acknowledges that it is and has been the sole occupant of the Property and Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. The provisions of the Paragraph shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents. The foregoing does not apply to Seller's obligations under the Contract to deliver good, marketable and insurable title to the Property.

2. Financing Contingency. This Agreement is contingent upon the Buyer obtaining and accepting in writing a written loan commitment for a first mortgage loan in the amount of up to Five Million and No/100 Dollars (\$5,000,000.00) on terms acceptable to Buyer in its sole and absolute discretion (the "Loan Contingency"). Buyer shall have forty-five (45) days from the effective date of the Contract to satisfy the Loan Contingency. In the event Buyer is not able to satisfy the Loan Contingency within forty-five (45) days from the effective date of the Contract, Buyer shall have the right to

terminate this Agreement by written notice, delivered to Seller on or before said deadline, in which event, Buyer shall be entitled to a full and immediate refund of its Deposit and this Agreement shall be null and void and of no further force or effect.

3. Closing Date. The Closing shall take place no later than seventy-five (75) days from the effective date of the Contract and in no event later than October 15, 2005.

4. Related Documents. At closing the parties shall execute and deliver the Parking License Agreement attached hereto as Exhibit "A" (the "License Agreement").

5. Transfer of FAR.

a. The parties acknowledge and agree that the building constructed on Lots 20, 21 and 22 only utilizes a portion of the developments rights allocated to the Property. The parties further acknowledge and agree that any unutilized or future development rights with respect to the Property, including but not limited to FAR, shall hereinafter be allocated to Lots 1 through 7 and Lots 23 through 32, currently owned by Seller (the "Remaining Parcel"), for the benefit of Seller and its successors in interest thereto. Development rights currently being utilized at the Property and/or necessary to maintain the current improvements at the Property and/or the use thereof and/or to repair or rebuild all or any part of the improvements on the Property to their current height and square footage are not intended to be affected hereby. From and after the date hereof, Buyer hereby agrees (at no cost to Buyer) to cooperate in all efforts reasonably requested by Seller to secure additional development rights for the Remaining Parcel, including but not limited to relocating easements and from and after the Closing cooperation in obtaining any future variances or approvals required for the intended development of the Remaining Parcel by Seller provided same does not adversely affect Buyer. The parties agree to use good faith and best efforts to agree upon a declaration incorporating the foregoing (the "Declaration") within ten (10) Business Days (as hereinafter defined) of the date of the Contract (or date that the form of Declaration is forwarded by Seller's counsel for review whichever is later), which shall be placed of record against the Property at closing, so that Buyer shall take title to the Property subject to the Declaration. If the parties are unable to agree upon the form of Declaration after good faith and best efforts, within ten (10) Business Days of the date of the Contract (or date that the form of Declaration is forwarded by Seller's counsel for review whichever is later), then either Seller or Buyer may notify the other party in writing within five (5) days thereafter, and after said five (5) day period if the form of Declaration is not agreed to, the Contract shall terminate and Buyer shall be entitled to a full and immediate refund of its Deposit.

b. In addition, the parties recognize that the City of Miami Beach, in order to allow for the transfer of unused FAR from the Property to the Remaining Parcel, as described above, shall require that the Property and the Remaining Parcel (collectively, the "Overall Property") be subjected to a declaration in lieu of unity of title, a cross operating and easement agreement (together with any other documents required by the City of Miami Beach) in order that the Overall Property may be considered as one overall parcel for FAR and related purposes (it being understood that the foregoing will not in any way limit the right of Buyer to assign, convey, transfer or mortgage its Property as a

separate parcel of Property). Seller shall prepare the aforescribed documents in accordance with the requirements of the City of Miami Beach, all of which shall be subject to the reasonable prior written approval of Buyer. All such documents shall be placed of record prior to Closing. To the extent that any of the foregoing documents incorporate parking rights in favor of the Property, Buyer may be charged for such rights, so long as such charge does not increase the amount to be charged to Buyer under the License Agreement. If such parking rights are at least as beneficial to Buyer as those contained in the License Agreement, then the License Agreement shall not be executed between the parties.

c. Buyer acknowledges and agrees that transfer of the FAR from the Property to the Remaining Parcel is a condition to Seller's obligation to sell the Property to Buyer. If for any reason the City of Miami Beach does not permit the transfer of the FAR from the Property to the Remaining Parcel, Seller shall have the right to terminate the Contract upon three (3) Business Days notice to Buyer. As used herein, the term Business Day shall mean any day other than a Saturday, Sunday or legal holiday or Jewish Holiday (as defined in Schedule I attached hereto)

6. Brokers. Each party warrants to the other that no broker or finder has been engaged or consulted by the warranting party or any affiliated person or entity of such party or is in any way entitled to compensation as a consequence of the sale of the Property to Buyer other than Larry Cohen who is entitled to a 4% commission payable by the Seller if and when the transaction closes. Each party hereby indemnifies, defends and holds the other party harmless from any loss, cost (including reasonable attorneys' fees), damage, claim, demand or liability for any such commission or fee incurred by the indemnified party and arising by, through or under the indemnifying party.

7. Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who were exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing and radon testing may be obtained from your county public health unit.

8. Other Terms.

a. Buyer and Seller will split the cost of documentary stamps and surtax upon the Deed 50/50.

9. Title

a. Seller has delivered to Purchaser a preliminary report or title commitment issued by First American Title Insurance Company (the "Title Company") (Individually a "Title Commitment" and collectively the "Title Commitments"), covering the Property, together with copies of all documents referenced in the Title Commitments. Purchaser, at its option and expense, may obtain a survey (individually, a "Survey", and collectively, the "Surveys") of each Property.

b. Within five (5) Business Days of the date of the Contract, Purchaser shall review title to the Property as disclosed by the Title Commitments and, if obtained, the Surveys. Seller shall have no obligation to cure title objections except mortgages (regardless of amount) and other liquidated liens and judgments up to an aggregate amount of \$100,000.00, which liens Seller shall cause to be released at the Closing or affirmatively insured over by the Title Company. Seller further agrees to remove any exceptions or encumbrances to title which are created by Seller after the date of this Agreement without Purchaser's consent. The term "Permitted Exceptions" shall mean: the specific exceptions (exceptions that are not part of the promulgated title insurance form) in the Title Commitments that the Title Company has not agreed to insure over or remove from the Title Commitments and that Seller is not required to remove as provided above; items shown on the existing surveys or the Surveys, if obtained, which have not been removed and, if no Surveys are obtained, then all matters that would be disclosed by an accurate survey; real estate taxes not yet due and payable.

c. As a condition to Purchaser's obligation to close, the Escrow Agent shall deliver to Purchaser at Closing an Owner's Policy of Title Insurance for the Property (the "Title Policy"), issued by the Title Company as of the date and time of the recording of the Deed, in the amount of the Purchase Price for the Property, insuring Purchaser as owner of good, marketable and indefeasible fee simple title to the Property, and subject only to the Permitted Exceptions. Seller shall execute at Closing an affidavit in such form reasonably acceptable to Seller as the Title Company shall require for the issuance of the Title Policy. The Title Policy may be delivered after Closing if that is customary in the locality.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum as of the dates indicated below.

WITNESSES:

Chantal Devos  
CHANTAL DEVOS

Frances P. Schreier  
Frances P. Schreier

SELLER:

SOUTH BEACH HEIGHTS I, LLC, a Florida limited liability company

By: Sharon Christensky Vice Pres.  
Print Name: SHARON CHRISTENSKY  
Its: VICE PRESIDENT

Date: 8/9, 2005

BUYER:

Mark Rabinowitz  
MARK RABINOWITZ

H. W. Lewis  
H. W. Lewis

MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida corporation not for profit

By: Kathryn Abbate  
Print Name: Kathryn Abbate  
Its:

By: Arnold Notkin  
Print Name: Arnold Notkin  
Its: Chairman of the Board

Date: 7/25, 2005

EXHIBITS:

- A - Parking License Agreement
- Schedule I - Jewish Holidays

SCHEDULE I

Jewish Holidays

Passover:	First 2 and last 2 days
Shavout:	2 days
Rosh Hashana:	2 days
Yom Kippur:	1 day
Sukkot:	2 days
Simchat Torah:	2 days

**FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE**

This Amendment (this "Amendment") is made as of the \_\_\_ day of September, 2005, by and between South Beach Heights I, LLC, a Florida limited liability company ("Seller") and Miami Beach Community Health Center, Inc., a Florida corporation not for profit ("Buyer").

**WHEREAS:**

A. Seller and Buyer entered into that certain Agreement for Sale and Purchase of property and improvements dated August 8, 2005, with respect to certain real and improved property located at 710 & 720 Alton Road, Miami Beach, Florida; and

B. Buyer and Seller desire to amend the to extend the Loan Contingency deadline and Closing Date upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the execution and delivery of this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the foregoing recitals are true and correct and further agree as follows:

1. Amendment. This Amendment shall be deemed part of, but shall take precedence over and supercede any provisions to the contrary contained in the Agreement. Any and all initial capitalized terms used in this Amendment, but not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. Except as specifically modified hereby, all the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect. Any and all references in the Agreement or hereinafter to "the Agreement" or "this Agreement" shall be references to the aforementioned Agreement as amended by this Amendment.

2. Extension of Financing Contingency. The deadline to satisfy the Loan Contingency is hereby extended through and including October 28, 2005. It is understood that the Buyer may, at Buyer's option, satisfy the contingency either by obtaining a loan per Paragraph 2 of the Addendum to Contract or by securing written confirmation of public bond financing.

3. Extension of Closing Date. The Closing Date is hereby extended through and including December 9, 2005.

4. Miscellaneous.

(a) Amendments. The Agreement as amended by this Amendment constitutes the entire agreement and understanding of the parties, and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(b) Exclusiveness of Amendment. This Amendment is made for the sole benefit and protection of Seller and Buyer, and no other person shall have any right of action hereunder.

(c) Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Amendment.

(d) Counterparts. This Amendment may be executed in any number of counterparts and by facsimile transmission, each of which, when executed and delivered, shall be deemed an original, but all counterparts shall together constitute one in the same instrument.

(e) Headings. All paragraphs and descriptive headings or captions in this Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

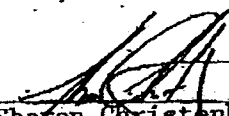
[Signatures on Following Pages]



IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date hereinafter set forth.

**SELLER:**

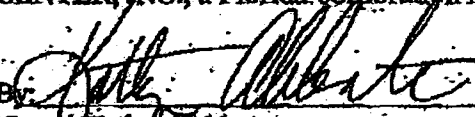
**SOUTH BEACH HEIGHTS I, LLC**, a Florida limited liability company

By:   
Name: Sharon Christenbury  
Title: Vice President

Date: 9/30/05

**BUYER:**

**MIAMI BEACH COMMUNITY HEALTH CENTER, INC.**, a Florida corporation not for profit

By:   
Name: Kathryn Abbate  
Title: President

Date: 9/22/05

r:\miami beach community health\miami beach community health - 710 alton road\doc\final amendment.doc

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**SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE**

This Second Amendment (this "Amendment") is made as of the 11<sup>th</sup> day of November, 2005, by and between South Beach Heights I, LLC, a Florida limited liability company ("Seller"), and Miami Beach Community Health Center, Inc., a Florida corporation not for profit ("Buyer").

**WHEREAS:**

- A. Seller and Buyer entered into that certain Agreement for Sale and Purchase of property and improvements dated August 8, 2005, with respect to certain real and improved property located at 710 & 720 Alton Road, Miami Beach, Florida; and
- B. Seller and Buyer entered into that certain First Amendment to Contract for Sale and Purchase dated September 30, 2005 (the Agreement for Sale and Purchase as amended referred to herein as the "Agreement"); and
- C. Buyer and Seller desire to amend the Agreement upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the execution and delivery of this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the foregoing recitals are true and correct and further agree as follows:

1. Amendment. This Amendment shall be deemed part of, but shall take precedence over and supercede any provisions to the contrary contained in the Agreement. Any and all initial capitalized terms used in this Amendment, but not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. Except as specifically modified hereby, all the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect. Any and all references in the Agreement or hereinafter to "the Agreement" or "this Agreement" shall be references to the aforementioned Agreement as amended by this Amendment.
2. FAR Rights. Paragraph 5 of the Addendum to the Agreement (titled "Transfer of FAR") is hereby deleted in its entirety, it being the understanding that all FAR and development rights shall remain with the Property.
3. Loan Contingency. The deadline to satisfy the Loan Contingency is hereby extended through and including December 21, 2005. It is understood that the Buyer may, at Buyer's option, satisfy the contingency either by obtaining a loan per Paragraph 2 of the Addendum to Contract or by securing written confirmation of public bond financing.
4. Extension of Closing Date. The Closing Date is hereby extended through and including January 30, 2006.

5. Purchase Price. The Purchase Price of the Property is hereby increased from Six Million and no/100 (\$6,000,000.00) Dollars to ~~from~~ Six Million Nine Hundred Ninety Five Thousand and no/100 (\$6,995,000.00) Dollars.

6. Miscellaneous.

(a) Amendments. The Agreement as amended by this Amendment constitutes the entire agreement and understanding of the parties, and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(b) Exclusiveness of Amendment. This Amendment is made for the sole benefit and protection of Seller and Buyer, and no other person shall have any right of action hereunder.

(c) Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Amendment.

(d) Counterparts. This Amendment may be executed in any number of counterparts and by facsimile transmission, each of which, when executed and delivered, shall be deemed an original, but all counterparts shall together constitute one in the same instrument.

(e) Headings. All paragraphs and descriptive headings or captions in this Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date hereinafter set forth.

**SELLER:**

SOUTH BEACH HEIGHTS I, LLC, a Florida limited liability company

By: 

Name:

SHARON CHRISTENSEN

Title:

VICE PRESIDENT

Date:

November 11, 2005

**BUYER:**

MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida corporation not for profit

By: 

Name: Kathryn Abbate

Title: President

Date:

November 14, 2005

**AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF 710-720 ALTON  
ROAD, MIAMI BEACH, FLORIDA**

**EXHIBIT C  
PARKING LICENSE AGREEMENT**

## PARKING LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2005 by and between SOUTH BEACH HEIGHTS I, LLC, a Florida limited liability company (herein referred to as the "Licensor") and MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida not for profit corporation (hereinafter referred to as "Licensee").

### RECITALS

A. **WHEREAS**, Licensor owns land located in the City of Miami Beach, Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto (the "**Licensor's Property**") upon which a surface parking lot (together with any Substitute Parking Facility (as defined below), the "**Parking Facility**") is located;

B. **WHEREAS**, simultaneously with the execution of this Agreement, Licensor has conveyed to Licensee the property more particularly described on Exhibit "B" attached hereto (the "**Property**") which is adjacent to the land upon which the Parking Facility is located;

C. **WHEREAS**, Licensor and Licensee wish to enter into this Parking License Agreement (the "**Agreement**"), whereby Licensor shall grant to Licensee a license to use certain parking spaces contained within the Parking Facility.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee do hereby agree as follows:

1. Recitals. The recitals are true and correct, and are incorporated herein by this reference to form a part of this Agreement.
2. Grant. Licensor hereby grants to the "**License Beneficiaries**" (as defined below) the non-exclusive right to use seventy (70) unassigned parking spaces located within the Parking Facility (the "**Parking Spaces**"). Licensor shall have the right to reasonably designate specific spaces for Licensee's use. In the event of construction on or about Licensor's Property (including the Parking Facility) whereby the Parking Facility is not available for use, or in the absence of such construction or other reason, at Licensor's option (but in such latter case, not to exceed a period of up to two (2) years), Licensor shall have the right to relocate Licensee's Parking Spaces to parking available at another property so long as any such relocated Parking Spaces are within a 2 block radius of the Property. For purposes hereof, the "**License Beneficiaries**" shall mean Licensee and tenants of the Property from time to time, and their respective employees, guests and invitees. The Parking Spaces may not be used for any trucks (other than pick-up trucks and sports utility vehicles), buses, trailers, or tractor-trailers and the License Beneficiaries shall not block, obstruct access to, or otherwise interfere with Licensor's access to the Parking Facility or its use and enjoyment of the Parking Facility, other than the Parking Spaces. Disabled vehicles, abandoned vehicles, or vehicles missing tires, windows or doors shall be promptly removed by Licensee. Permanent or long-term storage of vehicles of any kind in the Parking Spaces shall be prohibited.

3. Term. This License shall have a term (the "**Term**") commencing on the date hereof and expiring two (2) years following the date hereof and shall automatically renew for four (4) successive two (2) year terms unless terminated by written notice by either party to this Agreement no less than ninety (90) days prior to the expiration of the current two (2) year term. Notwithstanding anything herein to the contrary, in the event that Licensee requires the use of the Parking Facility in order that its property be in compliance with applicable zoning regulations and no other parking facility at comparable rates is available to Licensee within a 2 block radius, Licensor shall not have the right to terminate this License and this Agreement shall continue for additional two (2) year terms for as long as same may be necessary.

4. Payment. Licensee shall pay to Licensor a monthly license fee (the "**Fee**") commencing on the date hereof, and on the first day of every month thereafter during the first year of the Term, equal to Five Thousand Two Hundred Fifty and No/100 Dollars (\$5,250.00) at Licensor's address as set forth in this Agreement (or to such other address as Licensor shall give, by written notice, to Licensee). Commencing on the first anniversary of this Agreement and continuing on the first day of every month thereafter through the sixth (6<sup>th</sup>) year of the Term, Licensee shall pay to Licensor monthly a Fee equal to Seven Thousand and No/100 Dollars (\$7,000.00), and from and after the sixth (6<sup>th</sup>) anniversary of this Agreement (years 7 through 10 of the Agreement), if applicable, the Fee shall be adjusted to market rate for the rental of 70 parking spaces in the area of the Property (as reasonably determined by Licensor), but not less than \$7,000.00 per month and not more than a 3% annual increase.

5. Use. The Parking Spaces shall be used and occupied for parking and for no other uses. The use and operation of the Parking Spaces shall be governed by reasonable rules and regulations adopted from time to time by Licensor or its designated agent, and the Parking Spaces may be in areas of the Parking Facility designated by Licensor. The control of access to the Parking Facility shall be determined by Licensor in its reasonable discretion and shall include, without limitation, the right to implement an access system requiring the use of entry cards or other means of entry. Use of the Parking Facility by Licensee and the other License Beneficiaries shall be at their sole risk. Licensor shall not be liable for any loss or damage whatsoever to any person or property, including, without limitation, any theft of vehicles or the contents thereof, while in or about the Parking Facility, and any and all such claims for the foregoing are waived by Licensee for and on behalf of itself and the License Beneficiaries.

6. Development Rights. Licensor shall have the right, at any time, to develop, redevelop, construct, repair, use, lease, transfer, convey and sell and enjoy all or any portion of the Parking Facility for any lawful use, in its sole discretion, including, without limitation, the development of a commercial facility, an office facility, a retail shopping center, a residential apartment or condominium development, a parking garage or facility, or any combination thereof (the "**New Facility**"); provided, however, that there shall be a parking facility (which may be located in, on, under or adjacent to the New Facility) containing a minimum of 70 parking spaces on a self park basis for use by the License Beneficiaries pursuant to the terms of this Agreement (the "**Substitute**

**Parking Facility**”). In the event Licensor constructs a New Facility, Licensee acknowledges and agrees that the existing parking lot may be eliminated.

7. **Taxes.** Licensor shall pay all taxes and assessments assessed against the Parking Facility and Licensee shall pay all taxes and assessments assessed against the Fee, including any Florida Sales tax, which payment shall accompany the corresponding Fee payment.

8. **Maintenance.** Licensor shall maintain the Parking Facility in a proper condition free of any refuse, waste, or debris, and a state of repair in good and working order, except that, to the extent that any repair is necessitated by, or damage is otherwise incurred as the result of, the actions of the License Beneficiaries, Licensor shall have no obligation to repair and Licensee shall be obligated to immediately repair same. Licensee accepts the Parking Spaces in their current “as-is” condition. Licensee shall not cause any physical waste to be committed in, on, or to the Parking Facility.

9. **Indemnification.** Licensee hereby agrees, and all License Beneficiaries by virtue of their use of the Parking Facility, shall be deemed to have agreed, to indemnify, defend and hold harmless Licensor (and its officers, directors, partners, employees, successors and assigns) for and against any and all actions, causes of action, loss, damage or injury to property or person, liabilities, damages, claims, costs or expenses of any kind or nature whatsoever (including all reasonable attorneys’ fees and costs whether or not an action is commenced, whether incurred before, during or after trial or upon any appellate level, or in any administrative proceeding, arbitration, mediation, or any proceeding in bankruptcy or insolvency) arising from, growing out of or connecting in any way with Licensee’s or any License Beneficiary’s use of the Parking Facility.

10. **Insurance.** The Licensee hereby warrants that, at all times during the term, it shall maintain in full force and effect, insurance coverages (naming Licensor as an additional named insured) as follows:

(a) General liability insurance in an amount not less than \$3,000,000.00, including coverage for bodily injury, property damage, and personal injury, \$1,000,000.00 per occurrence;

(b) Comprehensive automobile liability insurance in an amount not less than \$500,000.00 per occurrence, including coverage for bodily injury and property damage arising out of the use of a vehicle while in the performance of any duty relating to this Agreement;

(c) Licensor shall have the right to request additional liability coverage and amounts of insurance from time to time to the extent that the same are reasonable, available at commercially reasonable rates and of the type and amounts that other prudent operators of parking facilities in Miami Beach are requiring their licensees to carry; provided that no request shall be made before two (2) years have elapsed from the date of this Agreement.



All policies of insurance required hereunder shall be endorsed to provide that they shall not be cancelled or non-renewed without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor certificates of insurance for the insurance coverage required hereunder as and when same is issued and/or renewed so that Lessee shall always have in its possession evidence that all required insurance coverages are in effect.

11. Casualty or Condemnation. If any portion of the Parking Facility is damaged by casualty or taken by eminent domain and is rendered substantially unusable for the purposes contemplated herein and as a result are not able to be repaired or restored by Licensor, in Licensor's reasonable opinion, then the provisions of Section 2 above as to making relocated Parking Spaces available shall apply to the extent that Licensor has available to it sufficient alternate parking facilities. If such alternate parking facilities are not so available, Licensor shall have the right to terminate this License. Should Licensor choose to repair or restore the Parking Facility, in its discretion, Licensor will repair or restore same to the extent feasible; provided, however, Licensor shall not be obligated to expend an amount for the repair or restoration in excess of any condemnation or insurance proceeds recovered in connection therewith. All proceeds from any taking or condemnation of any portion of the Parking Facility, and any and all insurance proceeds as a result of any casualty thereto, shall be the property of Licensor.

12. NOTICES.

Notices and communications hereunder shall be given in writing and shall be deemed to have been given if sent by facsimile with confirmation of transmittal, delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified mail return receipt requested, in a postage prepaid envelope, and addressed to the other party as follows:

To Licensor: South Beach Heights I, LLC  
c/o Crescent Heights of America, Inc.  
2930 Biscayne Boulevard  
Miami, Florida 33137  
Attention: Russell W. Galbut  
Facsimile: (305) 672-2100

with a copy to:

Crescent Heights of America, Inc.  
2930 Biscayne Boulevard  
Miami, Florida 33137  
Attention: Sharon Christenbury, Esq.  
Facsimile Number: 305-573-2315

To Licensee: Miami Beach Community Health Center, Inc.  
710 Alton Road  
Miami Beach, Florida 33139

Attn: Kathryn Abbate  
Facsimile: (305) 695-2155

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with a copy to:

Harold L. Lewis, Esq.  
One Biscayne Tower, Suite 2400  
2 South Biscayne Boulevard  
Miami, Florida 33131  
Facsimile: (305)379-2420

or to such other place or places as may be designated in writing by Licensor to Licensee or Licensee to Licensor from time to time.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, prohibited, or unenforceable for any reason, this Agreement shall be ineffective only to such extent and the remaining provisions shall continue to be given full force and effect so far as possible.

14. No Waiver. The failure of a party to insist upon strict performance of any term, to claim any interest, or to exercise any power, right or option contained in this Agreement, in any one or more instances, shall not be construed to be or constitute in fact a waiver or relinquishment of that party's right to assert and enforce its rights regarding any such term, interest, right, power, or option in any future instance.

15. Binding Effect. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the fee owners from time to time of the Parking Facility, the parties hereto and their respective successors and assigns.

16. Entire Agreement. This Agreement, including any Exhibits referenced herein, represent the entire agreement of the parties and is intended as a complete and exclusive statement of representations, warranties, agreements or other communications made prior to the execution of this Agreement shall be void and ineffective for all purposes.

17. Modification. This Agreement may be modified or rescinded only by a writing signed by the parties making specific reference hereto.

18. Compliance With Laws. Licensee's use of the Parking Facility shall be in compliance with applicable laws and ordinances.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to its conflicts or choice of laws.

20. Jurisdiction and Venue. In the event any disputes hereunder cannot be resolved amicably and litigation shall be commenced, Licensor and Licensee agree that venue and jurisdiction shall lie exclusively in Miami-Dade County, Florida. Each party hereby agrees to waive, to the fullest extent permitted by law, any defenses or challenges to such venue or personal or subject matter jurisdiction.

21. Default. If Licensee shall fail to pay any sums due hereunder within ten (10) days after such sum is due, or if Licensee shall fail to perform any of its non-monetary obligations hereunder within thirty (30) days following Licensor's written request for performance (except that such thirty day period shall be extended for a reasonable period of time in the event that Licensee commenced to perform during said thirty days and is diligently proceeding to complete such performance), Licensor shall have the right to terminate Licensee's rights hereunder and Licensor shall be entitled to pursue any and all remedies available at law or in equity. If Licensor shall fail to perform any of its obligations hereunder within thirty (30) days following Licensee's written request for performance (except that such thirty day period shall be extended for a reasonable period of time in the event that Licensor commenced to perform during said thirty days and is diligently proceeding to complete such performance), Licensee shall have the right to pursue such remedies as are available. All payments due from Licensee to Licensor not paid within ten (10) days of their due date shall bear interest at the lesser of (i) the highest lawful rate, or (ii) 12% per annum, until paid, which interest shall be due and payable immediately upon demand.

22. Interpretation. Unless the context of this Agreement indicates a contrary intent, words in the singular shall include the plural and vice-versa, and words in the masculine gender shall include the feminine or neuter genders as appropriate. Section headings are for convenience only and shall not in any way affect the interpretation of any provision of this Agreement.

23. Brokers. Licensor and Licensee represent and warrant to each other that they have dealt with no broker, agent or other person in connection with this transaction. Licensor and Licensee agree to indemnify and hold each other harmless from and against any claims by any other broker, agent or person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this leasing transaction.

24. Assignment and Subletting. Licensee has no right to assign or sublet, or transfer any interest under this Agreement or the Parking Facility whatsoever. The foregoing is not, however, intended to limit, the right of Licensee to transfer, convey and/or assign its rights hereunder as part of a sale, conveyance, transfer or mortgage of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective in all respects as of \_\_\_\_\_, 2005.

Signed, sealed and delivered in the presence of:

LICENSOR

SOUTH BEACH HEIGHTS I, LLC  
a Florida limited liability company

WITNESSED:

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

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

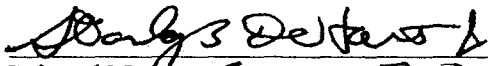
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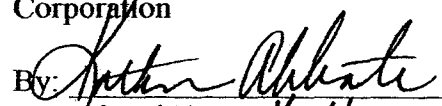
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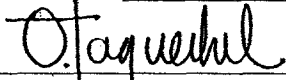
Printed Name: \_\_\_\_\_

LICENSEE:

MIAMI BEACH COMMUNITY HEALTH  
CENTER, INC., a Florida not for profit  
Corporation

  
Printed Name: STEVEN B. DEHORS

By:   
Printed Name: KATHRYN ABBATE  
Title: C.E.O.

  
Printed Name: ORLANDO TAQUECHEL

[CORPORATE SEAL]

EXHIBIT "A"

Parking Facility

EXHIBIT "B"

Property

AGREEMENT TO PROVIDE FUNDING FOR THE PURCHASE OF 710-720 ALTON  
ROAD, MIAMI BEACH, FLORIDA

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**EXHIBIT D-1**  
**LEASE AGREEMENT**  
**BETWEEN**  
**MIAMI-DADE COUNTY (LANDLORD)**  
**AND**  
**MIAMI BEACH COMMUNITY HEALTH CENTER, INC. (TENANT)**



# LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "LANDLORD," and The Miami Beach Community Health Center, Inc., a not-for-profit, Florida corporation, hereinafter called the "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:

Approximately twenty-five thousand (25,000) square feet of office/medical/warehouse space (approximately 15,000 square feet of which is currently air-conditioned) located at 710-720 Alton Road, Miami Beach, Florida

TO HAVE AND TO HOLD unto the said TENANT for a term of thirty (30) years, commencing upon the execution of this Lease Agreement ("Commencement Date") and terminating thirty (30) years thereafter for an annual base rent of one Dollar and 00/100 (\$1.00), payable on the Commencement Date and each anniversary thereafter. TENANT agrees to pay LANDLORD rent at such other place as LANDLORD may from time to time designate in writing, as set forth herein.

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

## **ARTICLE I OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for two (2) additional ten (10) year renewal periods upon the same terms and conditions by giving LANDLORD notice in writing at least one hundred and eighty (180) days prior to the expiration of this Lease Agreement or any extension thereof.

**ARTICLE II**  
**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by TENANT for providing primary health care services for the general public of Miami Dade County and Miami Beach which services shall include primary care, diagnosis, treatment, mental health, physical exams, x-rays, laboratory, case management, podiatry, dental care, pharmacy, social services, health education, prenatal care, immune support programs, and/or referrals for specialty care when indicated and/or for the performance of work incidental thereto ("TENANT's Use").

**ARTICLE III**  
**CONDITION OF PREMISES**

TENANT hereby accepts the premises "AS IS", and TENANT acknowledges the premises (excluding approximate 10,000 square foot warehouse area) to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement.

**ARTICLE IV**  
**UTILITIES**

TENANT, during the term hereof, shall pay for all utility charges including but not limited to water, waste disposal services, and electricity used by TENANT.

**ARTICLE V**  
**MAINTENANCE**

TENANT agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

- Plumbing and electrical lines, fixtures, and equipment;
- Halls, stairways, elevators, and lavatories;
- Air-conditioning and heating equipment;
- Roof and roof leaks;
- Windows, doors, and frames;
- All other structural elements of the building;
- Fire equipment, including inspection as required by applicable fire codes.

TENANT, at its sole cost and expense, shall perform or cause to be performed in the premises during the term of this Lease Agreement maintenance, trash and refuse disposal, janitorial services, custodial services, and services as described above.

Upon the failure of TENANT to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by LANDLORD, LANDLORD may cause the repairs to be made and may invoice the TENANT for said repairs or services until in each instance LANDLORD has fully recovered such costs in accordance with audited costs of repair furnished by LANDLORD to TENANT. In the event of an emergency, LANDLORD after proper notification to the TENANT and failure of the TENANT to take immediate action, may perform repairs that are the TENANT's responsibility and may invoice the TENANT for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in LANDLORD's reasonable judgment a condition exists with respect to any matter in which the TENANT is obligated to repair, that which adversely affects LANDLORD's property, and after proper notice, TENANT fails to repair same as required, LANDLORD may make such repairs and invoice the TENANT for said repairs. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. All invoices from the LANDLORD to the TENANT contemplated in this ARTICLE IV shall be due and payable within thirty (30) days of their receipt by the TENANT. Non-payment of these amounts within the prescribed delay shall be considered an event of Default and subject to the remedies afforded to the LANDLORD in ARTICLE XXV – DEFAULT OF TENANT of this Lease Agreement.

TENANT shall be responsible for the interior of the demised premises including the above described items.

#### **ARTICLE VI** **HEATING, VENTILATION, AND AIR-CONDITIONING**

TENANT acknowledges that it is responsible for providing and maintaining, entirely at TENANT's own cost and expense, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly. Without limiting the obligations of TENANT as set forth in ARTICLE IV of this Lease Agreement, TENANT shall be required to initiate and maintain a

commercial HVAC system maintenance contract, or contracts, subject to LANDLORD's approval prior to TENANT's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards. The HVAC system shall be maintained and serviced at a minimum in accordance with the attached maintenance requirements (See Exhibit "A-1").

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

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists in which case such notice shall be reasonable under the circumstances, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation of said building or to exhibit said premises and put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Premises during the exercise of any rights granted to LANDLORD herein.

**ARTICLE VIII**  
**ALTERATIONS BY TENANT**

TENANT may not make any structural alterations, additions, or improvements in or to the premises without the written consent of LANDLORD not to be unreasonably withheld or delayed, provided same shall comply with requirements of governmental authorities. Alterations of a non-structural nature will be permitted without LANDLORD's consent provided same shall comply with requirements of governmental authorities. All additions, fixtures, or improvements (except but not limited to medical equipment and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the demised premises shall remain LANDLORD's property and may not be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof.

**ARTICLE IX**  
**DISABLED INDIVIDUALS**

TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

TENANT further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. TENANT covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with those requirements at TENANT's cost and expense, including where changes are required as a result of TENANT's change in program or work force.

TENANT agrees to correct any and all violations of the ADA within sixty (60) days of written notice of the same, provided that, if such violations cannot feasibly be corrected within said sixty (60) day period, then TENANT agrees to commence such repairs within said sixty (60) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or medical programs which operate from the leased premises. LANDLORD agrees that TENANT shall, at TENANT's expense, make such changes to the leased premises or the access thereto as may be required of TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

**ARTICLE X**  
**DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered wholly untenable or unfit for the purpose of TENANT, and provided further that the TENANT has not notified the LANDLORD in writing within

ninety (90) days of the date of the casualty that it wishes to cancel its Lease, then LANDLORD shall cause a building to be rebuilt on the property that at a minimum shall accommodate the Premises and made tenantable for TENANT's Use. LANDLORD shall have at least 365 days from the date of the casualty in which to rebuild provided, however, that the time period to rebuild will be automatically extended for whatever period necessary to complete the building as long as the LANDLORD has commenced construction and diligently continues to build until completion. During any time period that TENANT is not in possession, LANDLORD will use good faith efforts to relocate TENANT to other temporary space upon comparable terms as those set forth herein. If LANDLORD fails to rebuild the replacement building as described within one thousand and ninety five (1,095) days, TENANT may terminate this Lease as of the date of such fire, windstorm or other casualty. LANDLORD shall not be obligated to rebuild and either party shall have the right to cancel the Lease within 60 days of the casualty if the casualty shall occur in the last two (2) years of the primary term or any renewal term hereof. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. Notwithstanding the forgoing, should LANDLORD determine in good faith that it will take more than one thousand and ninety five (1,095) days to rebuild the building, then, in lieu of rebuilding, the LANDLORD has the option of providing comparable (or better) alternate Premises for the TENANT upon comparable terms as those set forth herein in a location reasonably satisfactory to both parties.

In the event of partial destruction which shall not render the demised premises wholly untenable, LANDLORD shall repair such damage as soon as reasonably practicable and diligently pursue same to completion; provided, however, TENANT has the option of terminating this Lease prior to the commencement of the repairs.

**ARTICLE XI**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property including, but not limited to, medical equipment and machinery placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XII**  
**LIMIT OF COUNTY'S LIABILITY FOR DAMAGE OR INJURY**

The County does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify TENANT from any liability or claim arising out of the negligent performance or failure of performance of TENANT or any unrelated third party.

**ARTICLE XIII**  
**TENANT'S INDEMNIFICATION AND HOLD HARMLESS**

TENANT 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 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. 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 County or its officers, employees, agents and instrumentalities as herein provided.

**ARTICLE XIV**  
**PEACEFUL POSSESSION**

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

**ARTICLE XV**  
**SURRENDER OF PREMISES**

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

**ARTICLE XVI**  
**ASSIGNMENT OR SUBLET**

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the premises without prior written consent of LANDLORD. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD. Notwithstanding the foregoing, the TENANT, upon being requested to do so by LANDLORD, must sublet approximately 648 square feet (location to be mutually determined by TENANT and SUB-TENANT) to the State of Florida Department of Health ("SUB-TENANT") for an annual rent not to exceed \$1.00 per year and subject to all the other terms and conditions contained in ATTACHMENT #8 to the Contract Between Miami-Dade County Board of County Commissioners and State of Florida Department of Health for Operation of the Miami-Dade County Health Department Contract Year 1999-2000 (attached as Exhibit "B-1"). Said sublease does not require the prior approval of the LANDLORD subject to non-duplication of similar services provided by MBCHC. TENANT is not responsible for compliance by the subtenant of the terms of the Contract attached hereto as Exhibit "B-1" or otherwise responsible should subtenant fail to comply with the terms of this lease. Said subtenant is responsible to obtain its own parking at its own cost.



## **LANDLORD'S DEFAULT**

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT's sole remedy is to, within thirty (30) days thereof, terminate this Lease Agreement or to cure such default at LANDLORD's cost.

## **ARTICLE XXV DEFAULT OF TENANT**

If TENANT shall fail to pay any item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable, provided, however, if TENANT shall be diligently attempting to cure such failure to perform such conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute that cure. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

## **ARTICLE XXVI ESTOPPEL CERTIFICATES**

LANDLORD and TENANT agree, at any time and from time to time, upon not less than sixty (60) days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement

in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant hereto shall provide that such statement may be relied upon by LANDLORD or TENANT.

**ARTICLE XXVII**  
**AMENDMENT**

All amendments to this Lease Agreement must be in writing and signed by TENANT prior to submittal to the Board of County Commissioners which must approve and authorize such amendment in order for it to become effective.

**ARTICLE XXVIII**  
**ENVIRONMENTAL QUALITY**

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, TENANT shall at all times comply with the following requirements:

A. **INDOOR AIR QUALITY.** TENANT shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC).

B. **WATER QUALITY.** TENANT shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by TENANT involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by TENANT and the original test results shall be furnished to LANDLORD.

C. **NOTICE OF PEST MANAGEMENT OPERATIONS.** The use of pesticide sprays or dusts in

the leased premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or but never as a preventative measure. Such spot sprays or dusts shall be used only after normal working hours to allow for ventilation before TENANT employees re-enter TENANT premises. LANDLORD encourages TENANT to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. TENANT shall give LANDLORD twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. TENANT shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. TENANT shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. TENANT and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

**ARTICLE XXIX**  
**SIGNS**

Exterior signs will be of the design and form of letter to be first approved by LANDLORD and the local regulatory agency, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

**ARTICLE XXX**  
**WRITTEN AGREEMENT**

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

SS

IN WITNESS WHEREOF, 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.

(CORPORATE SEAL)

Miami Beach Community Health Center, Inc.

Stanley B DeHaar  
WITNESS STANLEY B DeHAAR

Orlando Taquechel  
WITNESS ORLANDO TAQUECHEL  
(TENANT)

By: Kathryn Abbate  
Kathryn Abbate, Chief Executive Officer

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George M. Burgess  
County Manager (LANDLORD)

Reviewed by County Attorney as to form  
and legal sufficiency \_\_\_\_\_

## EXHIBIT A-1

### HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. **FILTERS** - Applicable to all supply conditioned air to TENANT premises:
  - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
  - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. **OUTSIDE AIR INTAKE** - applicable on all central systems:
  - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. **TEMPERATURE AND HUMIDITY** - Temperature 73-78 degrees - Humidity 50-60%:
  - A. ASHRAE generally accepted comfort zone for South Florida.
  - B. Check controls and verify temperature and humidity are at or near guidelines - monthly.
- IV. **AIR HANDLER** - Separate type or self contained in AC package unit as applicable:
  - A. Clean coils and check for leaks and loose connections - check quarterly.
  - B. Lubricate fan motors and check belts - quarterly.
  - C. Check air intake and exhaust - quarterly.
  - D. Check fan motors for overheating and vibration - quarterly.
  - E. Check structural frame for sturdiness - quarterly.
  - F. Check and clean contact points in switches - quarterly.
  - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
  - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
  - A. Check for indication of leakage - monthly.
  - B. Check pressure and temperature - quarterly.
- VI. **PUMPS** as applicable:
  - A. Inspect belts for damage, tension, and alignment - quarterly.
  - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
  - C. Check phase voltage and impeller - yearly.
- VII. **COOLING TOWER** as applicable:
  - A. Check water level - minimum monthly - prefer weekly.
  - B. Check oil level in gear reducers - monthly.
  - C. Check for leaks and excessive noise or vibration - monthly.
  - D. Check water quality/chemical treatment - monthly.
- VIII. **BUILDING EXTERIOR:**
  - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.
- IX. **CEILING TILES:**
  - A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.
- X. **SUPPLY AND RETURN AIR DUCTS:**
  - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

**[Attachment to:  
MEMORANDUM**

**PURCHASE OF THE PROPERTY LOCATED AT 710-720 ALTON ROAD ON  
MIAMI BEACH – UTILIZING FUNDS FROM THE BUILDING BETTER  
COMMUNITIES BOND PROGRAM'S HEALTHCARE FUND]**

**Attachment C  
LEASE AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY (LANDLORD)  
AND  
MIAMI BEACH COMMUNITY HEALTH CENTER, INC. (TENANT)**

## **LEASE AGREEMENT**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 200 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "LANDLORD," and The Miami Beach Community Health Center, Inc., a not-for-profit, Florida corporation, hereinafter called the "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:

Approximately twenty-five thousand (25,000) square feet of office/medical/warehouse space (approximately 15,000 square feet of which is currently air-conditioned) located at 710-720 Alton Road, Miami Beach, Florida

TO HAVE AND TO HOLD unto the said TENANT for a term of thirty (30) years, commencing upon the execution of this Lease Agreement ("Commencement Date") and terminating thirty (30) years thereafter for an annual base rent of one Dollar and 00/100 (\$1.00), payable on the Commencement Date and each anniversary thereafter. TENANT agrees to pay LANDLORD rent at such other place as LANDLORD may from time to time designate in writing, as set forth herein.

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

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Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for two (2) additional ten (10) year renewal periods upon the same terms and conditions by giving LANDLORD notice in writing at least one hundred and eighty (180) days prior to the expiration of this Lease Agreement or any extension thereof.

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The area of the demised premises shall be used by TENANT for providing primary health care services for the general public of Miami Dade County and Miami Beach which services shall include primary care, diagnosis, treatment, mental health, physical exams, x-rays, laboratory, case management, podiatry, dental care, pharmacy, social services, health education, prenatal care, immune support programs, and/or referrals for specialty care when indicated and/or for the performance of work incidental thereto ("TENANT's Use").

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**UTILITIES**

TENANT, during the term hereof, shall pay for all utility charges including but not limited to water, waste disposal services, and electricity used by TENANT.

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**MAINTENANCE**

TENANT agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

- Plumbing and electrical lines, fixtures, and equipment;
- Halls, stairways, elevators, and lavatories;
- Air-conditioning and heating equipment;
- Roof and roof leaks;
- Windows, doors, and frames;
- All other structural elements of the building;
- Fire equipment, including inspection as required by applicable fire codes.



TENANT, at its sole cost and expense, shall perform or cause to be performed in the premises during the term of this Lease Agreement maintenance, trash and refuse disposal, janitorial services, custodial services, and services as described above.

Upon the failure of TENANT to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by LANDLORD, LANDLORD may cause the repairs to be made and may invoice the TENANT for said repairs or services until in each instance LANDLORD has fully recovered such costs in accordance with audited costs of repair furnished by LANDLORD to TENANT. In the event of an emergency, LANDLORD after proper notification to the TENANT and failure of the TENANT to take immediate action, may perform repairs that are the TENANT's responsibility and may invoice the TENANT for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in LANDLORD's reasonable judgment a condition exists with respect to any matter in which the TENANT is obligated to repair, that which adversely affects LANDLORD's property, and after proper notice, TENANT fails to repair same as required, LANDLORD may make such repairs and invoice the TENANT for said repairs. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. All invoices from the LANDLORD to the TENANT contemplated in this ARTICLE IV shall be due and payable within thirty (30) days of their receipt by the TENANT. Non-payment of these amounts within the prescribed delay shall be considered an event of Default and subject to the remedies afforded to the LANDLORD in ARTICLE XXV – DEFAULT OF TENANT of this Lease Agreement.

TENANT shall be responsible for the interior of the demised premises including the above described items.

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TENANT acknowledges that it is responsible for providing and maintaining, entirely at TENANT's own cost and expense, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly. Without limiting the obligations of TENANT as set forth in ARTICLE IV of this Lease Agreement, TENANT shall be required to initiate and maintain a

commercial HVAC system maintenance contract, or contracts, subject to LANDLORD's approval prior to TENANT's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards. The HVAC system shall be maintained and serviced at a minimum in accordance with the attached maintenance requirements (See Exhibit "A-1").

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

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists in which case such notice shall be reasonable under the circumstances, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation of said building or to exhibit said premises and put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Premises during the exercise of any rights granted to LANDLORD herein.

**ARTICLE VIII**  
**ALTERATIONS BY TENANT**

TENANT may not make any structural alterations, additions, or improvements in or to the premises without the written consent of LANDLORD not to be unreasonably withheld or delayed, provided same shall comply with requirements of governmental authorities. Alterations of a non-structural nature will be permitted without LANDLORD's consent provided same shall comply with requirements of governmental authorities. All additions, fixtures, or improvements (except but not limited to medical equipment and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the demised premises shall remain LANDLORD's property and may not be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof.

**ARTICLE IX**  
**DISABLED INDIVIDUALS**

TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

TENANT further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. TENANT covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with those requirements at TENANT's cost and expense, including where changes are required as a result of TENANT's change in program or work force.

TENANT agrees to correct any and all violations of the ADA within sixty (60) days of written notice of the same, provided that, if such violations cannot feasibly be corrected within said sixty (60) day period, then TENANT agrees to commence such repairs within said sixty (60) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or medical programs which operate from the leased premises. LANDLORD agrees that TENANT shall, at TENANT's expense, make such changes to the leased premises or the access thereto as may be required of TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

**ARTICLE X**  
**DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered wholly untenable or unfit for the purpose of TENANT, and provided further that the TENANT has not notified the LANDLORD in writing within

ninety (90) days of the date of the casualty that it wishes to cancel its Lease, then LANDLORD shall cause a building to be rebuilt on the property that at a minimum shall accommodate the Premises and made tenantable for TENANT's Use. LANDLORD shall have at least 365 days from the date of the casualty in which to rebuild provided, however, that the time period to rebuild will be automatically extended for whatever period necessary to complete the building as long as the LANDLORD has commenced construction and diligently continues to build until completion. During any time period that TENANT is not in possession, LANDLORD will use good faith efforts to relocate TENANT to other temporary space upon comparable terms as those set forth herein. If LANDLORD fails to rebuild the replacement building as described within one thousand and ninety five (1,095) days, TENANT may terminate this Lease as of the date of such fire, windstorm or other casualty. LANDLORD shall not be obligated to rebuild and either party shall have the right to cancel the Lease within 60 days of the casualty if the casualty shall occur in the last two (2) years of the primary term or any renewal term hereof. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. Notwithstanding the forgoing, should LANDLORD determine in good faith that it will take more than one thousand and ninety five (1,095) days to rebuild the building, then, in lieu of rebuilding, the LANDLORD has the option of providing comparable (or better) alternate Premises for the TENANT upon comparable terms as those set forth herein in a location reasonably satisfactory to both parties.

In the event of partial destruction which shall not render the demised premises wholly untenable, LANDLORD shall repair such damage as soon as reasonably practicable and diligently pursue same to completion; provided, however, TENANT has the option of terminating this Lease prior to the commencement of the repairs.

**ARTICLE XI**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property including, but not limited to, medical equipment and machinery placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XII**  
**LIMIT OF COUNTY'S LIABILITY FOR DAMAGE OR INJURY**

The County does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify TENANT from any liability or claim arising out of the negligent performance or failure of performance of TENANT or any unrelated third party.

**ARTICLE XIII**  
**TENANT'S INDEMNIFICATION AND HOLD HARMLESS**

TENANT 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 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. 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 County or its officers, employees, agents and instrumentalities as herein provided.

**ARTICLE XIV**  
**PEACEFUL POSSESSION**

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

**ARTICLE XV**  
**SURRENDER OF PREMISES**

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

**ARTICLE XVI**  
**ASSIGNMENT OR SUBLET**

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the premises without prior written consent of LANDLORD. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD. Notwithstanding the foregoing, the TENANT, upon being requested to do so by LANDLORD, must sublet approximately 648 square feet (location to be mutually determined by TENANT and SUB-TENANT) to the State of Florida Department of Health ("SUB-TENANT") for an annual rent not to exceed \$1.00 per year and subject to all the other terms and conditions contained in ATTACHMENT #8 to the Contract Between Miami-Dade County Board of County Commissioners and State of Florida Department of Health for Operation of the Miami-Dade County Health Department Contract Year 1999-2000 (attached as Exhibit "B-1"). Said sublease does not require the prior approval of the LANDLORD subject to non-duplication of similar services provided by MBCHC. TENANT is not responsible for compliance by the subtenant of the terms of the Contract attached hereto as Exhibit "B-1" or otherwise responsible should subtenant fail to comply with the terms of this lease. Said subtenant is responsible to obtain its own parking at its own cost.

**ARTICLE XVII**  
**SUCCESSORS IN 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 named and expressed.

**ARTICLE XVIII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notices including all notices required by this Lease Agreement or by law, addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows,

**TENANT:**  
Miami Beach Community Health Center, Inc.  
710-720 Alton Road  
Miami Beach, Florida  
Attn: President or Chief Financial Officer

**LANDLORD:**  
Real Estate Section  
Facilities Planning and Development Division  
General Services Administration  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128

With copy to:  
County Attorney  
Miami-Dade County  
111 NW 1<sup>st</sup> Street  
Suite 2800  
Miami, Florida 33128

shall constitute sufficient notice to said parties.

**ARTICLE XIX**  
**PARKING AND GROUNDS**

TENANT shall have no rights to parking except as per the terms and conditions of the Parking

Agreement attached hereto as Exhibit "C-1"; provided, however, that Tenant shall have the right to seek additional or replacement parking at TENANT's cost. It is understood and agreed that the Tenant shall be solely responsible for carrying out all the terms and conditions of the Parking Agreement including, but not limited to, the payment of all costs and providing the required insurance contained therein.

**ARTICLE XX**  
**WAIVER OF TENANT'S LIEN**

TENANT, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of LANDLORD.

**ARTICLE XXI**  
**PEACEFUL POSSESSION**

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

**ARTICLE XXII**  
**FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy.

**ARTICLE XXIII**  
**WAIVER**

No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof.

**ARTICLE XXIV**

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## **LANDLORD'S DEFAULT**

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT's sole remedy is to, within thirty (30) days thereof, terminate this Lease Agreement or to cure such default at LANDLORD's cost.

## **ARTICLE XXV** **DEFAULT OF TENANT**

If TENANT shall fail to pay any item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable, provided, however, if TENANT shall be diligently attempting to cure such failure to perform such conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute that cure. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

## **ARTICLE XXVI** **ESTOPPEL CERTIFICATES**

LANDLORD and TENANT agree, at any time and from time to time, upon not less than sixty (60) days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement

in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant hereto shall provide that such statement may be relied upon by LANDLORD or TENANT.

**ARTICLE XXVII**  
**AMENDMENT**

All amendments to this Lease Agreement must be in writing and signed by TENANT prior to submittal to the Board of County Commissioners which must approve and authorize such amendment in order for it to become effective.

**ARTICLE XXVIII**  
**ENVIRONMENTAL QUALITY**

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, TENANT shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. TENANT shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC).

B. WATER QUALITY. TENANT shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by TENANT involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by TENANT and the original test results shall be furnished to LANDLORD.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in

the leased premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT or but never as a preventative measure. Such spot sprays or dusts shall be used only after normal working hours to allow for ventilation before TENANT employees re-enter TENANT premises. LANDLORD encourages TENANT to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. TENANT shall give LANDLORD twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. TENANT shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. TENANT shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. TENANT and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

**ARTICLE XXIX**  
**SIGNS**

Exterior signs will be of the design and form of letter to be first approved by LANDLORD and the local regulatory agency, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

**ARTICLE XXX**  
**WRITTEN AGREEMENT**

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, 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.

(CORPORATE SEAL)

Miami Beach Community Health Center, Inc.

Stanley B DeHaas  
WITNESS STANLEY B DeHAAS

Orlando Taquechel  
WITNESS ORLANDO TAQUECHEL  
(TENANT)

By: Kathryn Abbate  
Kathryn Abbate, Chief Executive Officer

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George M. Burgess  
County Manager (LANDLORD)

Reviewed by County Attorney as to form  
and legal sufficiency \_\_\_\_\_

## EXHIBIT A-1

### HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. **FILTERS** - Applicable to all supply conditioned air to TENANT premises:
  - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
  - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. **OUTSIDE AIR INTAKE** - applicable on all central systems:
  - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. **TEMPERATURE AND HUMIDITY** - Temperature 73-78 degrees - Humidity 50-60%:
  - A. ASHRAE generally accepted comfort zone for South Florida.
  - B. Check controls and verify temperature and humidity are at or near guidelines - monthly.
- IV. **AIR HANDLER** - Separate type or self contained in AC package unit as applicable:
  - A. Clean coils and check for leaks and loose connections - check quarterly.
  - B. Lubricate fan motors and check belts - quarterly.
  - C. Check air intake and exhaust - quarterly.
  - D. Check fan motors for overheating and vibration - quarterly.
  - E. Check structural frame for sturdiness - quarterly.
  - F. Check and clean contact points in switches - quarterly.
  - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
  - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
  - A. Check for indication of leakage - monthly.
  - B. Check pressure and temperature - quarterly.
- VI. **PUMPS as applicable:**
  - A. Inspect belts for damage, tension, and alignment - quarterly.
  - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
  - C. Check phase voltage and impeller - yearly.
- VII. **COOLING TOWER as applicable:**
  - A. Check water level - minimum monthly - prefer weekly.
  - B. Check oil level in gear reducers - monthly.
  - C. Check for leaks and excessive noise or vibration - monthly.
  - D. Check water quality/chemical treatment - monthly.
- VIII. **BUILDING EXTERIOR:**
  - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.
- IX. **CEILING TILES:**
  - A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.
- X. **SUPPLY AND RETURN AIR DUCTS:**
  - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

**[Attachment to:  
LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY (LANDLORD) AND  
MIAMI BEACH COMMUNITY HEALTH CENTER, INC. (TENANT)]**

**Attachment B-1  
CONTRACT BETWEEN  
MIAMI-DADE BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF  
THE MIAMI-DADE COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 1999-2000**

# MEMORANDUM

Agenda Item No. 6(K)

TO: Honorable Chairperson and Members  
Board of County Commissioners

DATE: January 13, 2000

FROM:   
M. F. Sereheim  
County Manager

SUBJECT: Contract with State of  
Florida Department of  
Health

## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of the retroactive agreement between Miami-Dade County and the State of Florida Department of Health (DOH) for one year, from October 1, 1999 to September 30, 2000. The agreement was delayed pending state contract formulation.

## BACKGROUND

Chapter 154, Florida Statutes requires that the DOH enter into a contract with each county for the purpose of providing for a Public Health Unit for the promotion of the public health including environmental health services, the control and eradication of preventable diseases, and the provision of primary health care to special populations. The contract delineates the services to be provided by the unit and corresponding staffing and service measures (see Attachment II, Part III). The contract also identifies the total program cost of public health services (\$92.599 million including indirect/in-kind support) to be provided to County residents for FY 1999-00.

This contract format is prescribed by the state, and it establishes a basic legal framework for shared responsibilities between the state DOH and Miami-Dade County. This relationship has evolved over the years from a county managed Public Health Unit to a large state agency operated entirely by the DOH. The contract identifies contributions by state and county sources to the County Public Health Trust Fund maintained by the state treasurer as well as indirect/in-kind services provided by the same sources.

The state's cash contribution totals \$45.346 million. It consists of state and federal revenue (\$38.701 million), state authorized fees (\$1.348 million), Medicaid (\$809,000), grants and miscellaneous revenues (\$3.491 million), and draw-down from previous year's revenue held in the state Public Health Trust Unit (\$997,000).

The contract reflects cash contributions from local sources totaling \$3.912 million. These local sources consist of fees (estimated value \$2.081 million) assessed by the County Health Department for primary care, new birth and death certificates, environmental health and communicable diseases services, the draw-down from previous years' revenue held in the state Public Health Trust Fund (\$265,000), School Board grant (\$300,000), other miscellaneous revenue (\$9,000) and County funding of \$1.257 million.

As you are aware at the second FY 1999-00 Public Budget Hearing, a motion was approved by the Board transferring funding responsibility for County supported public health activities to the Public Health Trust (PHT). The action increases the County's contribution by \$856,700 from \$400,000 in FY 1998-99 to \$1,256,700 for the current year. The County funding is for the Public Health Safe Streets (\$102,165), Neighborhood Improvement, including rodent control (\$167,062), Hepatitis Prevention (\$106,700), Sanitary Nuisances (\$101,616), Rodent Control (\$400,000) and other health-related programs identified by the DOH (\$379,157)(see attachment IX). Reimbursement methodology and monitoring requirements will be detailed under separate agreement between the PHT and the DOH.

Additional funding (\$100,000) for the Rodent Control Program was included in the recommended FY 2000 Action Plan for the Community Development Block Grant that was approved by the Board in December 9, 1999.

Pursuant to state law, the Board of County Commissioners is responsible for approving Health Department fees (see Attachment V). No changes in service fees are included. Communicable disease and primary care fees are automatically adjusted to at least the Medicaid reimbursement rate without formal amendment to this contract in accordance with Section 154.06, Florida Statutes, should such reimbursement be increased or decreased. Other State indirect contributions (\$42.693 million) not reflected in the trust fund budget include pharmacy, laboratory, immunization, construction/renovation services, and Women, Infant and Children (WIC) food program.

Although not mandated by statute, Miami-Dade County agrees to provide building space (annual rental equivalent value \$648,000) and insurance coverage for buildings, furnishings and equipment that is used by the DOH and that are owned by the County. It is the responsibility of the DOH to obtain insurance coverage for any buildings, furnishings and equipment used by the agency but not owned by Miami-Dade County. The DOH is also responsible for the construction, maintenance, repair and improvements of all land and buildings as well as for providing utilities, janitorial and custodial services. In addition, the DOH must maintain facilities in compliance with all federal, state and local regulatory requirements, including the Americans with Disabilities Act (see Attachment VIII).



The DOH and the County agree to comply with federal and state laws and regulations and maintain books, records and documents in accordance with accounting procedures and practices. As a state agency, the DOH adheres to the State of Florida purchasing rules and regulations. DOH may also purchase through the County to obtain a better price or service.

In the event funds to finance this contract become unavailable, either party may terminate the contract upon no less than 24 hours notice in writing to the other party or, without cause, upon no less than 30 days notice. Staffing and services may be reduced based on the availability of funds.

Not included in this contract is the provision of financial, administrative, and operational support services by the PHT valued for FY 1999-00 at approximately \$6.475 million to the following Miami-Dade County Health Department clinics: Juanita Mann Center, Rosie Lee Wesley Center, Downtown Family Medical Center, North Miami Center, Prevention Education and Treatment (PET) Center, Jefferson Reaves Center and the Dr. Rafael A. Penalver Clinic. These activities are reflected under separate contract between the state and the PHT.

#### Attachments

CMO05300

 MEMORANDUM

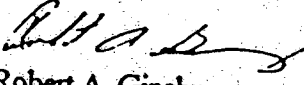
TO:

Hon. Chairperson and Members  
Board of County Commissioners

DATE: January 13, 2000

SUBJECT: Agenda Item No. 6(K)(1)

FROM:

  
Robert A. Ginsburg  
County Attorney

Please note any items checked.

- "4-Day Rule" (Applicable if raised)
- 6 weeks required between first reading and public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of private business sector impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires a detailed County Manager's report for public hearing
- "Sunset" provision required
- Legislative findings necessary

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. R-27-00

RESOLUTION APPROVING EXECUTION OF  
RETROACTIVE CONTRACT WITH THE STATE  
DEPARTMENT OF HEALTH FOR THE PURPOSE  
OF MEETING THE PUBLIC HEALTH NEEDS OF  
THE CITIZENS OF MIAMI-DADE COUNTY; AND  
AUTHORIZING THE COUNTY MANAGER TO  
EXERCISE THE AMENDMENT, RENEWAL,  
MODIFICATION, CANCELLATION AND  
TERMINATION PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the  
accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approve the  
retroactive contract between the Department of Health and Miami-Dade County for the  
purpose of meeting the public health needs of the citizens of the County, in  
substantially the form attached hereto and made a part hereof; and authorizes the  
County Manager to execute the same for and on behalf of Miami-Dade County; and to  
exercise the amendment, renewal, modification, cancellation and termination provisions  
contained therein.

The foregoing resolution was offered by Commissioner **Katy Sorenson**  
who moved its adoption. The motion was seconded by Commissioner **Gwen Margolis**  
and upon being put to a vote, the vote was as follows:

Dr. Miriam Alonso	absent	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	aye	Miguel Díaz de la Portilla	aye
Betty T. Ferguson	aye	Gwen Margolis	aye
Natacha Seijas Millán	aye	Jimmy L. Morales	aye
Dennis C. Moss	aye	Pedro Reboredo	aye
Dorriñ D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto		aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of January, 2000. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as [Signature]  
to form and legal sufficiency.

CONTRACT BETWEEN  
MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF  
THE MIAMI-DADE COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 1999-2000

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Miami-Dade County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 1999.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Miami-Dade County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 1999, through September 30, 2000, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal levels. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women's, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the County Health Department will be handled as follows:

The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility as provided in Attachment II, Part II is an amount not to exceed \$45,346,294. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility as provided in Attachment II, Part II is an amount not to exceed \$3,911,796.

b. Overall expenditures will not exceed available funding (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. The amount and purpose of such fees are listed in Attachments IV and V of this Agreement. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.



d. Either party may increase or decrease funding of this Agreement during the term hereof. If the State initiates the increase/decrease, then the CHD will amend the core contract and send a copy of the revised contract pages to the County and the Department of Health, Office of Management and Budget within 30 days of the executed amendment to the core contract. If the County initiates the increase/decrease, then the County shall notify the CHD. The CHD will then amend the core contract and send a copy of the revised pages to the Department of Health, Office of Management and Budget within 30 days of the executed amendment to the core contract.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund  
Miami-Dade County  
1350 N.W. 14 Street  
Miami, FL 33045

5. CHD DIRECTOR. Both parties agree the director of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director shall be selected by the State with the concurrence of the County. The director of the CHD shall insure that noncategorical sources of funding are used to fulfill public health priorities in the community and the State Strategic Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director to the parties no later than October 1 of each year.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Client Information System/Health Management Component compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county



purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director must sign a justification therefor, and all county purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment VI.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Recognized Governmental Accounting Procedures and Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as required by HRSM 15-1 "Records Management Manual" and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of subparagraph i, below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the State Automated Management Accounting Subsystem;

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department's Accounting Procedures Manuals, Accounting memoranda, and Comptrollers memoranda;

iv. The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).

v. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Miami-Dade County. The Miami Dade County Health Department Trust Fund shall maintain an average trust fund balance of no less than 8.33% of its annual operating budget.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract, then funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund and shall be accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special projects explained in Attachment VII.

f. There shall be no transfer of funds between the three levels of services without a contract amendment duly signed by both parties to this contract and the proper budget amendments unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for Health has approved the transfer. The Deputy Secretary for Health shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and recordkeeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit

will follow requirements contained in OMB manual A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by Federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise excepted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 455.667, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated September 1997, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her

right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county and department of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the cumulative amount of the variance between actual and planned expenditures does not exceed one percent of the cumulative expenditures for the level of service in which the type of service is included, a variance explanation is not required;

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2000 for the report period October 1, 1999 through December 31, 1999;

ii. June 1, 2000 for the report period October 1, 1999 through March 31, 2000;

iii. September 1, 2000 for the report period October 1, 1999 through June 30, 2000; and

iv. December 1, 2000 for the report period October 1, 1999 through September 30, 2000.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment VI to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment VI.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. For all buildings, furnishings and equipment used by the County, it is the responsibility of the CHD to obtain adequate insurance coverage either through the County, the State or private insurance.

d. The CHD is responsible for the construction, maintenance and repair and improvements of all land and buildings as well as for providing utilities, janitorial and custodial services. The CHD shall maintain facilities in compliance with all federal, state and local regulatory requirements. Also see attachment VIII as to leasing requirements.

e. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. Costs are to be reimbursed by the CHD to the County through the County Insurance Program. All vehicles will be used solely for CHD operations. Vehicles purchased through the CHD trust fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the CHD trust fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, the State may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 1999, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Modification. This Agreement and its Attachments contain all of the terms and conditions agreed upon between the parties. Modifications of this Agreement shall be enforceable only when reduced to writing and signed by all parties.

c. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

Annie Neasman , R.N., M.S.  
Name

Executive Administrator  
Title

1350 N.W. 14<sup>th</sup> Street

Miami Florida 33125  
Address

305-325-2401  
Telephone

For the County:

Merrett R. Steirheim  
Name

County Manager  
Title

111 N.W. 1<sup>st</sup> Street

Miami, Florida 33128  
Address

305-375-1032  
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

d. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.



ENTERED INTO AND AGREED between the parties hereto by the undersigned authorities, effective the 1<sup>st</sup> day of October, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MIAMI DADE COUNTY

STATE OF FLORIDA  
DEPARTMENT OF HEALTH

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
Robert G. Brooks, MD  
Secretary

NAME: Merrett R. Stierheim

TITLE: County Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTESTED TO:

SIGNED BY: \_\_\_\_\_

SIGNED BY: Annie Neasman <sup>CHD</sup>  
CHD Director/Administrator

NAME: \_\_\_\_\_

NAME: Annie Neasman, R.N., M.S.

TITLE: \_\_\_\_\_

TITLE: Executive Administrator

DATE: \_\_\_\_\_

DATE: 10/18/99



ATTACHMENT I

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the CIS/HMC minimum data set and the SAMAS 2 requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
Sexually Transmitted Disease Program	Requirements as specified in HRSM 150-22*. Requirements as specified in Policy 87-7-5 regarding State Health Office STD Program review and approval of personnel/budget actions.
Dental Health	Monthly reporting on HRSH Form 1008*.
Special Supplemental Food Program for Women, Infants and Children.	Service documentation and monthly financial reports as specified in HRSM 150-24* and all federal, state and county requirements detailed in the program manuals and published procedures.
Improved Pregnancy Outcome	Requirements as specified in HRSM 150-13A*. Quarterly reports of services and outcome on HRSH Form 3096*. Program Quarterly Progress Report, Quarterly Summary Report, Presumptive Eligibility/Medicaid Determination Log by all providers authorized to determine presumptive eligibility.
Family Planning	Periodic financial and programmatic reports as specified in HRSM 150.27*.

ATTACHMENT I (Continued)

6. Immunization  
Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability, the assessment of various immunization levels and forms reporting adverse events following immunization.
7. CHD Program  
Requirements as specified in HRS 150-3\* and HRSM 50-9\*.
8. Chronic Disease Program  
Requirements as specified in the Reference Guide to CHIP and HRS\* forms identified in HRSM 150-8\* 150-12\*.
9. Environmental Health  
Requirements as specified in HRS 50-10\*.
10. AIDS Program  
Requirements in HRSM 150-30\* and case reporting on CDC Form 50.42. Socio-demographic data on person tested for HIV in CHD clinics should be reported on CDC HIV Counseling & Testing Report Form. These reports are to be sent to Headquarters AIDS office within days of the initial post-test appointment regardless of client return.
11. School Health Services  
HRSM 150-25\*, including the requirement for an annual plan as a condition for funding.

\*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

PART I. PLANNED USE OF COUNTY HEALTH UNIT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance as of 09/30/99	Estimated County Share of CHD Trust Fund Balance as of 09/30/99	Total
1. CHD Trust Fund Ending Balance 09/30/99	5,184,550	1,125,459	6,310,009
2. Drawdown for Contract Year October 1, 1999 to September 30, 2000	996,981	265,020	1,262,001
3. Special Project use for Contract Year October 1, 1999 to September 30, 2000			
4. Balance Reserved for Contingency Fund October 1, 1999 to September 30, 2000 (12% Recommended for Emergency or Cash Flow)	4,187,569	860,439	5,048,008
<b>Note:</b> The total of items 2, 3 and 4 must equal the ending balance in item 1.	5,184,550	1,125,459	6,310,009

Funds designated for Special Projects must be used for capital projects and durable goods without significant recurring costs. Examples of projects meeting this criteria include construction and renovation of facilities and associated infrastructure; purchase of information system hardware/software and purchase of telecommunications equipment. Examples of items not meeting this criteria include grant funds for direct services such as tobacco prevention and provision of child safety seats; staff salaries; retirement obligations; rent/leases and funds held in anticipation of Medicaid paybacks and/or budget reductions. Special project amounts in "3" above should reflect the total amount of funds anticipated to be expended for special projects during the contract year. This includes funds to complete unfinished projects from previous years as well as for projects initiated during the contract year. More detailed Special Project Information, including description and cost by each project, must be listed in Attachment VIII.

A cash reserve of 8.33 percent represents approximately six weeks of operating funds. Ongoing cash reserves in excess of 12 percent should be programmed to services.

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Country Public Health Unit Planned Family Planning Budget For Contract Year

Subject Class	Schedule C					Total
	Title X	State FP General Revenue	Title XIX	Other (Include G.R. non-categorical for F.P.)	Fees & 3rd Party	
Personnel Salaries	380,744	540,047		457,798	256,054	1,634,643
Fringe Benefits	125,102	177,444		150,419	84,132	537,097
Other Contracts excluding (Sterilizations)	38,074	54,005		45,780	25,605	163,464
<b>SUBTOTAL</b>						
must equal Schedule C Title X and/or State FP (General revenue)						
Sterilizations funds are on CPHU trust Fund						
<b>TOTAL*</b>	543,920	771,496	-	653,997	365,791	2,335,204

\*\* Must equal family planning grand total on Attachment II, Part III of the contract.

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DADE COUNTY HEALTH DEPARTMENT  
Part II. Sources of Contributions to County Health Department

STATE

1. GENERAL REVENUE

015050	ALG/Contributions To CHD (050329)	11,293,143	0	11
015050	ALG/Contr. To CHDs-.5% Holdback (050329)	0	0	
015011	ALG/Cont to CHD Primary Care (050329)	91,987	0	
015065	ALG/Cont to CHD AIDS Prev & Surv(050329)	344,842	0	
015050	ALG/Cont to CHD Mig Lbr Camp San(050329)	11,028	0	
015050	ALG/Cont to CHD Home Hlth Pilot Proj (050329)	0	0	
015050	Sovereign Immunity (050329)	47,220	0	
015050	ALG/Cont to CHDs Pinellas Indigent Dent Clinic-UF (050329)	0	0	
015050	ALG/Cont to CHDs-Dental Program (Cat. 050329)	0	0	
015050	ALG/Cont to CHD Immun Outreach (050329)	104,243	0	
015050	ALG/Cont to CHD Comm TB Program (050329)	1,072,554	0	1
015050	ALG/Cont to CHD Indoor Air Assist(050329)	33,656	0	
015050	ALG/Cont to CHD Fam Trans PRG (050329)	0	0	
015050	ALG/Palm Beach CHD-Health Program Office Staff (050329)	0	0	
015050	ALG/Cesspool Identification and Elimination (Cat. 050329)	0	0	
015048	ALG/Cont to CHD STD Program (050329)	194,237	0	
015050	Improve Overall Health of Fla. Comm. St. Lucie (050329)	0	0	
015037	ALG/Cont to CHDs Mtrnl & Chld Hlth Field Staff Cost(05	0	0	
015050	Epidemiology Training & Clinical Support (CAT. 050329)	0	0	
015123	ALG/Family Planning (050001)	771,496	0	
015123	ALG/Family Planning Planned Parenthood NE FL (CAT. 050001)	0	0	
015123	ALG/Family Planning (CAT. 050001) - Alachua Colposcopy	0	0	
015065	ALG/Cont to CHD AIDS Pat Care (050026)	0	0	
015115	ALG/School Health Services (051106)	678,339	0	
015140	ALG/School Health Suppl. (051106)	624,214	0	
015124	ALG/IPO-Healthy Start/IPO (050707)	0	0	
015124	ALG/IPO-Infant Mortality Project (CAT. 050707)	0	0	
015124	ALG/IPO - Outreach Social Workers (CAT. 050707)	0	0	
015137	ALG/IPO Healthy Start Resource Moms & Dads (050707)	0	0	
015137	ALG/IPO Healthy Start Incr Maternal Health Care (050707)	0	0	
015137	ALG/IPO-Healthy Start-Data Collect. Prj Staff (CAT. 050707)	0	0	
015124	ALG/MCH-Healthy Start/IPO (050870)	0	0	
015124	ALG/IPO Outreach Social Workers (CAT 050870)	0	0	
015124	ALG/MCH-Infant Mortality Project (CAT. 050870)	0	0	
015123	Planned Parent Hood - Collier and Sarasota (CAT. 050329)	0	0	
015029	AIDS/Drugs Reimb. One Time Transfer (CAT 180000/FG TF)	0	0	
015115	G/A Eye Exams NASA -School Health Ocular Scrn. (050063)	0	0	
015012	G/A Epilepsy Services (050082)	334,457	0	
015011	ALG/Primary Care (050331)	1,190,362	0	1

GENERAL REVENUE TOTAL

16,791,778 0 16

2. NON GENERAL REVENUE

015010	ALG/Contr. to CHDs-Rebasing (CAT. 050329) Tobacco TF	1,213,029	0	1
015072	ALG/Cont to CHD Safe Drinking Water-DEP	36,378	0	
015026	ALG/Cont to CHD Bio-Medical Waste (DEP)	86,771	0	
015170	Tobacco Coordination (CAT. 105014) Tobacco TF	69,809	0	
015172	Full Service Schools - Tobacco (CAT 102258) Tobacco TF	1,324,799	0	1
015174	Basic School Health - Tobacco (CAT 051106) Tobacco TF	772,181	0	
015016	G/A Epilepsy Prev and Educ (CAT. 050083)/Epilepsy TF	98,281	0	
015010	Food Hygiene Program	0	0	
015010	Health Services in Model City-Dade County	350,000	0	
015084	Varicella Immunization Requirement (CAT 050329) Tobacco TF	114,762	0	
015010	SUPER Act Program (CAT. 050329) Adm TF	65,305	0	
015020	Food and Waterborne Disease Program (CAT. 050329) Adm TF	40,000	0	
015010	Hlth Svcs for Elderly-Medivan Proj-Broward (050329) Tob. TF	0	0	

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## ATTACHMENT II

### DADE COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

#### STATE

#### 1. NON GENERAL REVENUE

015010	Pasco CHD Dental Program (CAT 050329) Tobacco TF	0	0
015010	Breast & Cerv. Cancer-Prishp Pj- Hillsbor.(052250) Tob.TF	0	0
015010	Dunbar Center - Lee County - Lee CHD (CAT 052250) Tob. TF	0	0
015010	Prim Care Outrch-Pnllas/Suncst.Cm Hsp Res.Pro(052250)Tob TF	0	0
015010	Pj SOAR-Hlthy Mhrs/Hlthy Babies-Pim Bch CHD(052250)Tob TF	0	0
015010	Leon County Mobile Health Unit (CAT 052250) Tobacco TF	0	0
015010	Telemed Pilot-Pim Bch Cty - Palm Bch CHD (052250) Tob TF	0	0
015029	Radiation ProtectionTF/X-Ray Inspection (CAT. 180000)	0	0
015029	Radiation Prot. TF/Rad Lic Fee Transfer (CAT. 180000)	0	0
011055	Other Grants DOE	0	0
015113	SPL Program HRS Reimb	3,368,475	3,368,475
010304	Stationary Pollutant Storage-DEP	0	0
015020	Transfers Interagency	0	0
015121	Super Act Transfers	0	0

**NON GENERAL REVENUE TOTAL** 7,539,790

#### 3. FEDERAL FUNDS

007051	FG TF WIC Admin Transfer (050329)	5,054,514	0	5,054,514
015075	FG TF Family Trans Program (050329)	278,245	0	278,245
007135	Abstinence Grant Education Program	0	0	0
007065	FG TF AIDS Prevention (050329)	1,038,798	0	1,038,798
007064	FG TF AIDS Surv/Scrop (050329)	668,142	0	668,142
007066	FG TF Ryan White (050329)	922,430	0	922,430
007066	FG TF Ryan White- AIDS Drug Assist Program Admin. (050329)	331,206	0	331,206
007062	FG TF/ AIDS Epid research Study (050329)	0	0	0
007049	Cont to CHDs - STD Chlamydia Study (CAT 050329)	0	0	0
007049	FG TF/ALG Contr to CHDs-STD Program (050329)	527,986	0	527,986
007067	FG TF/ALG/Contr to CHDs-Community TB (050329)	1,624,987	0	1,624,987
007084	Immunization Special Project	62,201	0	62,201
007084	FG TF/ALG/Contr to CHDs-Immunization Action Plan (050329)	301,956	0	301,956
007085	FG TF/ Breast and Cervical Cancer Grant	176,095	0	176,095
007084	FG TF/ALG/Contr to CHDs-Project Field Staff (050329)	3,822	0	3,822
007084	ALG/Contr. to CHDs-Immun. Action Plan - WIC-Imm Linkages	162,510	0	162,510
007000	Brain Injury Prevention Program (CAT. 000700)	0	0	0
007133	Family Planning Title X (050001)	489,320	0	489,320
007133	Fam Planning Title X Spec Proj (050001)	54,600	0	54,600
007133	Family Planning Title X Sterilizations (50001)	0	0	0
015075	ALG/Family Planning - Pregnancy Prev - TANF (CAT 050001)	126,866	0	126,866
007127	MCH BLK Grt. Child Health (050870)	744,318	0	744,318
007127	MCH BLK Grt. Child Hlth (Ages 0-1 YR).(050870)	0	0	0
007134	ALG/MCH-MCHBG Hlthy Start/IPO (050870)	0	0	0
007134	ALG/MCH-MCHBG Outr. Soc Workers (050870)	24,000	0	24,000
007134	MCH BLK Grt.-IPO Infant Mort. Proj. (050870)	371,208	0	371,208
007132	MCH BLK Grt. Dental Projects (050870)	0	0	0
007134	ALG/IPO/MCH-Infant Mortality Project (CAT. 050707)	0	0	0
007134	ALG/IPO/MCH Outr Social Workers (050707)	0	0	0
007134	ALG/IPO-MCH Blk. Grt.-IPO (CAT. 050707)-Gadsden Sch Clinic	0	0	0
007134	ALG/IPO-MCHBG Hlthy Start/IPO (050707)	0	0	0
007058	FG TF/Diabetes Control	0	0	0
007071	FG TF EPI Res Stud. of AIDS/HIV (180000)	0	0	0
007063	PHBG HERR Chronic Dis Init (101505)	0	0	0
007133	Planned Parenthood	94,550	0	94,550
007030	PREV HLTH BLK GRT-Migrant Labor (180000)	3,395	0	3,395
007000	Phlesteria Related Illness Surv & Prev (180000)	0	0	0
007056	FG TF Health Program for Refug. (180000)	88,662	0	88,662

## ATTACHMENT II

### DADE COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

#### STATE

#### 3. FEDERAL FUNDS

007044	PREV HLTH BLK GRT-Rape Awareness(180000)	0	0	
015075	Transfer-FED Grants other Agencies	20,000	0	20,0
015060	Entrant Reimb. Transfer	1,200,000	0	1,200,0

#### FEDERAL FUNDS TOTAL

14,369,811	0	14,369,8
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#### 4. FEES ASSESSED BY STATE OR FEDERAL RULES

001091	Communicable Disease Fees	2,500	0	2,5
001092	Environmental Health Fees	500,000	0	500,0
001113	Mobile Home and Parks	35,000	0	35,0
001132	Food Hygiene Permit	170,000	0	170,0
001133	OSDS Repair Permit	0	0	
001134	OSDS Permit Fee	0	0	
001211	Safe Drinking Water	120,000	0	120,
001136	I & M Zoned Operating Permit	0	0	
001137	Acrobic Operating Permit	0	0	
001138	Septic Tank Site Evaluation	0	0	
001139	Migrant Housing Permit	500	0	
001140	Biohazard Waste Permit	160,000	0	160
001141	Non-SDWA System Permit	0	0	
001142	Non SDWA Lab Sample	115,000	0	115
001144	Tanning Facilities	4,000	0	4
001145	Swimming Pools	240,000	0	240
001164	Public Water Constr Permit	0	0	
001165	Private Water Constr Permit	100	0	
001166	Public Water Annual Oper Permit	1,000	0	
001170	Lab Fee Chemical Analysis	0	0	
001026	Returned Check Ser Fees	0	0	
010403	Fees-Copy of Public Doc	0	0	
015055	Registar Fees (Ch. 382.34)	0	0	
001135	OSDS Variance Fee	150	0	
015052	Transfers-Mobile Home/RV Park	0	0	

#### FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL

1,348,250	0	1,34
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#### 5. OTHER CASH CONTRIBUTIONS

090001	Draw down from Public Health Unit	996,981	0	9
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#### OTHER CASH CONTRIBUTIONS TOTAL

996,981	0	9
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#### 6. MEDICAID

001056	CHD Incm:Medicaid-Pharmacy	0	0	
001080	CHD Incm:Medicaid-Other	28,517	0	
001081	CHD Incm:Medicaid-EPSDT	0	0	
001082	CHD Incm:Medicaid-Dental	0	0	
001083	CHD Incm:Medicaid-FP	365,791	0	
001084	CHD Incm:Medicaid-Physician	413,046	0	
001085	CHD Incm:Medicaid-Nursing	1,500	0	
001086	CHD Incm:Co-Insurance	0	0	
001087	CHD Incm:Medicaid-STD	0	0	
001088	CHD Incm:Med Reimb AZT Disp Fee	0	0	
001089	Medicaid AIDS	0	0	
001147	Medicaid HMO Rate	0	0	
001148	Medicaid-HMO Admin	0	0	
001181	CHD Incm:Medicaid Transportation	0	0	
001190	Health Maintenance Organ. (HMO)	0	0	
001191	CHD Incm:Medicaid Maternity	0	0	



**ATTACHMENT II**

**DADE COUNTY HEALTH DEPARTMENT  
Part II. Sources of Contributions to County Health Department**

**STATE**

**5. MEDICAID**

001192	CHD Incm:Medicaid Comp. Child	0	0	
001193	CHD Incm:Medicaid Comp. Adult	0	0	
001194	CHD Incm:Medicaid Sonagram	0	0	
001208	Medipass \$3.00 Adm. Fee	0	0	

**MEDICAID TOTAL** 808,854 0 80

**7. ALLOCABLE REVENUE**

011007	Cash Donations Private	0	0	
001029	Thrd Party Reimbursement	0	0	
010301	Exp Witness Fee Consultant Charges	0	0	
005040	Interest Earned State Investment	175,000	0	17
005041	Interest Earned Local Investment	0	0	
007010	U.S. Grants Direct to CHD	0	0	
008094	Grnts/Contracts other Agencies Direct	3,235,230	0	3,23
011098	Donation School Based Clinic	0	0	
011099	Other Grants/Donations Direct	0	0	
012020	Fines and Forfeitures	0	0	
018001	Refunds, Salary	0	0	
018003	Refunds, other Personal Services	0	0	
018004	Refunds, Expenses	0	0	
018006	Refunds, Operating Capital Outlay	0	0	
018010	Refunds, Special Category	0	0	
018011	Refunds, Other	0	0	
018099	Refunds, Certified Forward	0	0	
037000	Prior Year Warrant	0	0	
038000	12 Month Old Warrant	0	0	
010300	Sale of Goods and Services	80,000	0	8
010402	Recycle Paper Sales	0	0	
010403	Fees-Copies of Documents	0	0	
010405	Sale of pharmaceuticals	0	0	
011055	Other Grant DOE	0	0	
012021	Return Check Charge	600	0	
018005	Refunds Grants to Local Gov't	0	0	
029010	Sale of Fixed Assets	0	0	

**ALLOCABLE REVENUE TOTAL** 3,490,830 0 3,49

**3. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND**

State Pharmacy Services	0	988,113	98
State Laboratory Services	0	2,149,883	2,14
State TB Services	0	0	
State Immunization Services	0	1,672,091	1,67
State STD Services	0	118,606	11
State Construction/Renovation	0	0	
WIC Food	0	37,764,396	37,76
Other (specify)	0	0	
Other (specify)	0	0	
Other (specify)	0	0	
Other (specify)	0	0	

**OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND TOTAL** 0 42,693,089 42,69

**TOTAL STATE CONTRIBUTIONS** 45,346,294 42,693,089 88,03



# ATTACHMENT II

## DADE COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

### COUNTY

#### 1. BOARD OF COUNTY COMMISSIONERS ANNUAL APPROPRIATIONS:

008030	Grants-County Tax Direct	0	0
008034	Grants Cnty Commn Other	1,256,700	0

**BOARD OF COUNTY COMMISSIONERS ANNUAL APPROPRIATIONS TOTAL: 1,256,700** 0

#### 2. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION:

001077	Primary Care Fees	6,000	0
001093	Communicable Disease Fees	325,000	0
001094	Environmental Health Fees	120,000	0
001114	New Birth Certificates	691,500	0
001115	Death Certificates	938,376	0
001116	Computer Access Fee	0	0
001060	Vital Statistics Fees Other	0	0
001004	Child Car Seat Prog	0	0
001074	Adult Enter. Permit Fees	0	0
001195	Primary Care Transfer Fees	0	0
001117	Vital Stats-Adm. Fee 50 cents	0	0
001196	Water Analysis-Potable	0	0

**FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION TOTAL** 2,080,876 0

#### 3. OTHER CASH AND LOCAL CONTRIBUTIONS

090002	Draw down from Public Health Unit	265,020	0
001090	Medicare	0	0
008050	Grants-Cnty Sch Board Direct	300,000	0
008010	Grants Contracts Firm Cities Direct	0	0
008033	County Contributions For Facilities	0	0
008090	Grants other Local Gov'n Direct	0	0
008095	Grants Cnty Sect 403.102 Air Pol	0	0
008099	Reimb/Rebate Local Gov'n	0	0
008031	County AIDS Education	0	0

**OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL** 565,020 0

#### 4. ALLOCABLE REVENUE

011007	Cash Donations Private	0	0
001029	Third Party Reimbursement	0	0
010301	Exp Witness Fee Consultant Charges	0	0
005040	Interest Earned State Investment	0	0
005041	Interest Earned Local Investment	0	0
007010	U.S. Grants Direct to CHD	0	0
008094	Grnts/Contracts other Agencies Direct	0	0
011098	Donation School Based Clinic	0	0
011099	Other Grants/Donations Direct	0	0
012020	Fines and Forfeitures	0	0
018001	Refunds, Salary	0	0
018003	Refunds, other Personal Services	0	0
018004	Refunds, Expenses	8,000	0
018006	Refunds, Operating Capital Outlay	0	0
018010	Refunds, Special Category	200	0
018011	Refunds, Other	0	0
018099	Refunds, Certified Forward	0	0
037000	Prior Year Warrant	500	0
038000	12 Month Old Warrant	0	0
010300	Sale of Goods and Services	0	0
010402	Recycle Paper Sales	0	0
010403	Fees-Copies of Documents	500	0

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## ATTACHMENT II

### DADE COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

**COUNTY**

**4. ALLOCABLE REVENUE**

010405	Sale of pharmaceuticals	0	0
011055	Other Grant DOE	0	0
012021	Return Check Charge	0	0
018005	Refunds Grants to Local Gov't	0	0
029010	Sale of Fixed Assets	0	0

**COUNTY ALLOCABLE REVENUE TOTAL** 9,200                      0

**5. BUILDINGS:**

Annual Rental Equivalent Value	0	648,000	64
Maintenance	0	0	
Other (specify)	0	0	
Other (specify)	0	0	
Other (specify)	0	0	
Other (specify)	0	0	

**BUILDINGS TOTAL** 0                      648,000                      64

**6. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND**

Other County Contribution (specify)	0	0
Other County Contribution (specify)	0	0
Other County Contribution (specify)	0	0
Other County Contribution (specify)	0	0
Other County Contribution (specify)	0	0

**OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND TOTAL** 0                      0

**TOTAL COUNTY CONTRIBUTIONS** 3,911,796                      648,000                      4.55

**GRAND TOTAL CHD PROGRAM** 49,258,090                      43,341,089                      92.59

**ATTACHMENT II**  
**DADE COUNTY HEALTH DEPARTMENT**

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service  
October 1, 1999 to September 30, 2000

Program Service Area	FTE	Clients	Services	Quarterly Expenditure Plan				County	State	G
				1st	2nd	3rd	4th			
(0.00)	Unit	Services	(Whole dollars only)	(Whole dollars only)	(Whole dollars only)	(Whole dollars only)	(Whole dollars only)	(Whole dollars only)	(Whole dollars only)	
<b>COMMUNICABLE DISEASE CONTROL:</b>										
mmunization (101)	97.84	0	330,655	1,040,129	1,040,130	1,040,130	1,040,137	233,184	3,927,342	4.16
TD (102)	48.45	7,671	43,733	851,647	851,648	851,648	851,648	178,497	3,228,094	3.40
A.I.D.S. (103)	95.34	1,148	6,511	1,533,430	1,533,430	1,533,430	1,533,431	340,733	5,792,988	6.12
B Control Services (104)	99.86	17,783	70,179	1,404,670	1,404,670	1,404,671	1,404,671	314,909	5,303,773	5.61
Comm. Disease Surv. (106)	33.13	0	2,717	468,627	468,628	468,628	468,628	240,646	1,633,865	1.8
Vital Statistics (180)	25.12	0	0	262,679	262,680	262,680	262,680	58,889	991,830	1.0
<b>COMMUNICABLE DISEASE SUBTOTAL</b>	<b>399.74</b>	<b>26,602</b>	<b>453,795</b>	<b>5,561,182</b>	<b>5,561,186</b>	<b>5,561,187</b>	<b>5,561,195</b>	<b>1,366,858</b>	<b>20,877,892</b>	<b>22.2</b>
<b>PRIMARY CARE:</b>										
Chronic Disease Services (210)	3.09	0	0	91,573	91,573	91,573	91,574	20,530	345,763	3
Home Health (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	157.30	90,000	230,000	1,666,530	1,666,530	1,666,530	1,666,530	373,614	6,292,506	6.1
Family Planning (223)	40.93	4,492	15,068	583,801	583,801	583,801	583,801	130,880	2,204,324	2.2
Improved Pregnancy Outcome (225)	13.96	0	2,434	165,344	165,345	165,345	165,345	37,068	624,311	1
Healthy Start Prenatal (227)	22.88	2,321	46,681	310,075	310,076	310,076	310,076	69,515	1,170,788	1.2
Comprehensive Child Health (229)	22.85	26	740	394,802	394,802	394,802	394,802	72,914	1,506,294	1.5
Healthy Start Infant (231)	53.38	1,514	62,453	723,510	723,510	723,510	723,511	162,202	2,731,839	2.7
School Health (234)	87.47	0	126,939	1,441,569	1,441,570	1,441,570	1,441,570	646,222	5,120,057	5.1
Comprehensive Adult Health (237)	0.00	0	0	0	0	0	0	0	0	0
Dental Health (240)	5.07	2,667	19,992	124,236	124,236	124,236	124,237	27,852	469,093	0.5
<b>PRIMARY CARE SUBTOTAL</b>	<b>406.93</b>	<b>101,020</b>	<b>504,307</b>	<b>5,501,440</b>	<b>5,501,443</b>	<b>5,501,443</b>	<b>5,501,446</b>	<b>1,540,797</b>	<b>20,464,975</b>	<b>22</b>
<b>C. ENVIRONMENTAL HEALTH:</b>										
Private Water System (357)	1.46	100	400	20,789	20,789	20,790	20,790	4,661	78,497	0.1
Public Water System (358)	11.35	523	7,835	164,893	164,893	164,893	164,894	36,968	622,605	0.6
Individual Sewage Disp. (361)	15.47	3,293	6,900	199,593	199,593	199,593	199,593	44,746	753,626	0.7
Food Hygiene (348)	11.59	1,550	7,359	154,165	154,165	154,165	154,166	34,562	582,099	0.6
Group Care Facility (351)	11.19	2,730	6,556	140,982	140,982	140,982	140,982	31,606	532,322	0.5
Migrant Labor Camp (352)	1.47	1	5	20,286	20,286	20,286	20,286	4,548	76,596	0.08
Housing, Public Bldg Safety, Sanitation (353)	0.00	0	0	0	0	0	0	0	0	0
Mobile Home and Parks Services (354)	1.49	89	267	21,021	21,022	21,022	21,022	4,713	79,374	0.08
Swimming Pools/Bathing (360)	13.07	3,252	9,304	170,179	170,179	170,180	170,180	38,152	642,566	0.6
Biomedical Waste Services (364)	7.20	2,805	4,253	85,169	85,169	85,168	85,168	19,094	321,580	0.3
Tanning Facility Services (369)	0.25	16	22	3,415	3,416	3,416	3,416	765	12,898	0.01
Rabies Surveillance/Control Services (366)	0.00	0	0	0	0	0	0	0	0	0
Arbovirus Surveillance (367)	0.00	0	0	0	0	0	0	0	0	0
Rodent/Arthropod Control (368)	0.00	0	0	0	0	0	0	0	0	0
Storage Tank Compliance (355)	0.00	0	0	0	0	0	0	0	0	0
Super Act Service (356)	1.24	250	500	20,295	20,295	20,295	20,295	4,550	76,630	0.08
Occupational Health (344)	0.00	0	0	0	0	0	0	0	0	0
Consumer Product Safety (345)	0.00	0	0	0	0	0	0	0	0	0
Emergency Medical (346)	0.00	0	0	0	0	0	0	0	0	0
Lead Monitoring Services (350)	1.28	108	248	23,291	23,291	23,291	23,291	5,222	87,942	0.09

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**ATTACHMENT II**

**DADE COUNTY HEALTH DEPARTMENT**

**Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service**

**October 1, 1999 to September 30, 2000**

	FTE (0.00)	Clients Units	Services	Quarterly Expenditure Plan				County	State
				1st	2nd	3rd	4th		
				(Whole dollars only)					
<b>ENVIRONMENTAL HEALTH:</b>									
ic Sewage (362)	0.00	0	0	0	0	0	0	0	0
l Waste Disposal (363)	0.00	0	0	0	0	0	0	0	0
ary Nuisance (365)	12.45	996	0	211,245	211,246	211,246	211,246	770,842	74,141
z Pollution (370)	0.00	0	0	0	0	0	0	0	0
ollution (371)	1.30	0	85	16,565	16,566	16,566	16,566	3,712	62,551
iological Health (372)	0.00	0	0	0	0	0	0	0	0
ic Substances (373)	0.00	0	0	0	0	0	0	0	0
<b>IRONMENTAL HEALTH SUBTOTAL</b>	<b>90.81</b>	<b>15,713</b>	<b>43,734</b>	<b>1,251,888</b>	<b>1,251,892</b>	<b>1,251,893</b>	<b>1,251,895</b>	<b>1,004,141</b>	<b>4,003,427</b>
<b>AL CONTRACT</b>	<b>897.48</b>	<b>143,335</b>	<b>1,001,836</b>	<b>12,314,510</b>	<b>12,314,521</b>	<b>12,314,523</b>	<b>12,314,536</b>	<b>3,911,796</b>	<b>45,346,294</b>

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ATTACHMENT II  
PART II. Sources of Contribution to CPHU

STATE	OTHER STATE:	CPHU TRUST FUND (CASH)
015113	Special Programs Reimb.of CPHU: Misc.	175
015113	Kinney Parking	50,000
015113	AIDS Network (P.E.T. Center)	47,000
015113	Equal Employment Opportunity(28-400)	-
015113	Death Notice - Miami Review	2,500
015113	Human Resources-Special Prog.	-
015113	AIDS Parking-Biscayne	5,000
015113	Immunization	10,000
015113	Ryan White - Medical(AIDS)	600,000
015113	Ryan White - Dental	250,000
015113	PHT-Miami Beach Center	500,000
015113	HIV/AIDS Training, Counselling, Testing	1,000
015113	Group Care Facilities	75,000
015113	JMH/PCA Expenses Reimbursement-General Primary Care	1,400,000
015113	JMH/PCA -General Primary Care Reimb.(prior year)	-
015113	Performance Improvement Parking	-
015113	State Lab Reimbursement	70,000
015113	Nutrition Education	7,000
015113	Breast Feeding - WIC	500
015113	Recycling	100
015113	School Health - Lice Shampoo	-
015113	Rodent Control	-
015113	Rabies(Comm. Disease)	30,000
015113	T.B. Control	-
015113	Public Drinking Water	-
015113	Prenatal - Healthy Start	-
015113	Spec. Program Reimb.(American Lung Assn.)	1,200
015113	School Health (Stanley Myers contracts)	-
015113	School Health - Enable	260,000
015113	Family Planning - Spec. Reimb. Program(Stanley Myers)	7,000
015113	Mommobile - IPO Special Reimb. Program	-
015113	Dr. Rafael Penalver Little Havana	50,000
015113	WIC Parking	2,000
TOTAL		<u>3,368,475</u>

ATTACHMENT III

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, HRS Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

ATTACHMENT III  
(continued)

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV  
STATE FEE SCHEDULES, BY SERVICE

<u>LEVEL OF SERVICE/SERVICE:</u>	<u>Fee</u>	<u>Estimated Annual Revenue Accruing To The CHD Trust Fund</u>
<u>COMMUNICABLE DISEASE:</u>		
AIDS, HIV, Alternate Site Testing	\$20 (optional)	
	<u>Subtotal</u>	<u>\$ 5,000</u>
<u>I. PRIMARY CARE:</u>		
	<u>Subtotal</u>	<u>\$ _____</u>



**ENVIRONMENTAL HEALTH FEE SCHEDULE**  
**FY 1999-2000**  
(Revised 06/28/1999)

DESCRIPTION	FEE AMOUNT	DEPOSIT AMOUNT	Estimated Annual Revenue Accruing the CHD Trust Fun
<b>PUBLIC SWIMMING POOLS AND BATHING PLACES</b>			
1. Annual Permit - Up to (and including) 25,000 gallons	75.00	67.50	\$ 94,943
1a. Transfer to headquarters		7.50	\$ -
2. More than 25,000 gallons	180.00	144.00	\$ 95,335
2a. Transfer to headquarters		18.00	\$ -
3. Exempted Condo Pools (over 32 units)	50.00	45.00	\$ 2,600
3a. Transfer to headquarters		5.00	\$ -
<b>OTHER FEES</b>			
Collected by the 12 delegated counties			\$ -
Broward, Dade, Duval, Hillsborough, Lee, Manatee,			\$ -
Collier, Palm Beach, Pinellas, Polk, Sarasota, Volusia, Escambia.			\$ -
Variances for Okaloosa, Santa Rosa, Walton counties			\$ -
are processed by Escambia County as follows:			\$ -
1. Plan review (new construction)	275.00	275.00	\$ 21,050
2. Plan review for modification of original construction	100.00	100.00	\$ 8,000
3. Plan/application review for bathing place development	275.00	275.00	\$ -
4. Initial operating permit	125.00	125.00	\$ 9,000
5. Variance applications	240.00	218.00	\$ 9,072
5.a. Transfer to Headquarters		24.00	\$ -
All other counties are to send the fee to Bureau of Facility			\$ -
Programs in Tallahassee or the Environmental Engineering			\$ -
Section in Orlando as follows:			\$ -
1. Plan review (new construction)	275.00	275.00	\$ -
2. Plan review for modification of original construction	100.00	100.00	\$ -
3. Plan/application review for bathing place development	275.00	275.00	\$ -
4. Initial operating permit	125.00	125.00	\$ -
5. Variance applications	240.00	240.00	\$ -
<b>PUBLIC SWIMMING POOLS AND BATHING PLACES</b>			<b>\$ 240,000</b>
<b>MOBILE HOME &amp; RECREATIONAL VEHICLE PARKS</b>			
(FEES ARE PRORATED ON A QUARTERLY BASIS)			\$ -
1. Annual permit for 5 to 14 spaces	50.00	45.00	\$ 100
1a. Transfer to headquarters		5.00	\$ -
2. Annual permit for 15 to 171 spaces	130 per space		\$ 19,300
2a. Transfer to headquarters		10%	\$ -
3. Annual permit for 172 and above spaces	800.00	940.00	\$ 15,600
3a. Transfer to headquarters		80.00	\$ -
<b>MOBILE HOME &amp; RECREATIONAL VEHICLE PARKS TOTALS</b>			<b>\$ 35,000</b>
<b>MIGRANT LABOR CAMPS</b>			
1. Annual permit for facilities with 5-50 occupants	125.00	125.00	\$ -
2. Annual permit for facilities with 51-100 occupants	225.00	225.00	\$ 500
3. Annual permit for facilities with over 100 occupants	500.00	500.00	\$ -
<b>MIGRANT LABOR CAMPS TOTALS</b>			<b>\$ 600</b>
<b>BIOMEDICAL WASTE GENERATORS</b>			
1. Initial permit	55.00	55.00	\$ -

**ENVIRONMENTAL HEALTH FEE SCHEDULE**  
**FY 1999-2000**  
(Revised 06/28/1999)

DESCRIPTION	FEE AMOUNT	DEPOSIT AMOUNT	Revenue Accruing the CHD Trust Fun
2. Renewal of annual permit(except physician office generating less than 25lbs/30 days) postmarked by October 1	55.00	55.00	\$ 160,000
2. Renewal of annual permit(except physician office generating less than 25lbs/30 days) postmarked after October 1	75.00	75.00	\$ -
3. Storage facilities permit postmarked by October 1	55.00	55.00	\$ -
3. Storage facilities permit postmarked after October 1	75.00	75.00	\$ -
4. Treatment facilities operating permit by October 1	55.00	55.00	\$ -
4. Treatment facilities operating permit after October 1	75.00	75.00	\$ -
<b>FEES COLLECTED AT HEADQUARTERS</b>			\$ -
5. Transporter registration (one vehicle) postmarked by 10/1	55.00	For headquarters use only	#VALUE!
5. Transporter registration (one vehicle) after 10/1	75.00	For headquarters use only	#VALUE!
6. Transporter registration additional vehicle	10.00	For headquarters use only	#VALUE!
<b>BIOMEDICAL WASTE GENERATORS TOTALS</b>			\$ 160,000
<b>TANNING FACILITIES</b>			\$ -
1. Annual license fee	150.00	135.00	\$ 4,000
1a. Transfer to headquarters		15.00	\$ -
2. Fee for each additional device	55.00	49.50	\$ -
2a. Transfer to headquarters		5.50	\$ -
3. Late fee	25.00	25.00	\$ -
<b>TANNING FACILITIES TOTALS</b>			\$ 4,000
<b>FOOD ESTABLISHMENTS</b>			\$ -
1. Annual Permit for Fraternal/Civic	180.00	144.00	\$ 2,880
1a. Transfer to headquarters		18.00	\$ -
2. Annual Permit School Cafeteria Operating for 9 months or less	130.00	117.00	\$ 45,279
2a. Transfer to headquarters		13.00	\$ -
3. Annual Permit School Cafeteria Operating for more than 9 months	180.00	144.00	\$ 7,920
3a. Transfer to headquarters		18.00	\$ -
4. Annual Permit for Hospital/Nursing Food Service	210.00	189.00	\$ 18,522
4a. Transfer to headquarters		21.00	\$ -
5. Annual Permit for Movie Theaters	180.00	144.00	\$ 4,464
5a. Transfer to headquarters		18.00	\$ -
6. Annual Permit for Jails/Prisons	210.00	189.00	\$ 2,079
6a. Transfer to headquarters		21.00	\$ -
7. Annual Permit for Bars/Lounges (Drink Service Only)	180.00	144.00	\$ 22,032
7a. Transfer to headquarters		18.00	\$ -
8. Annual Permit for Residential Facilities	110.00	99.00	\$ 13,167
8a. Transfer to headquarters		11.00	\$ -
9. Annual Permit for Child Care Centers without C&F license	85.00	76.50	\$ 35,367
9a. Transfer to headquarters		8.50	\$ -
10. Annual Permit for Limited Food Service	85.00	76.50	\$ 918
10a. Transfer to headquarters		8.50	\$ -
11. Annual Permit Other Food Service	180.00	144.00	\$ 9,072
11a. Transfer to headquarters		18.00	\$ -
12. Plan Review	\$35/hour	\$35/hour	\$ 3,850
13. Food Worker Training	10.00	10.00	\$ -
14. Request for Inspection	40.00	40.00	\$ -
15. Reinspection (after the first reinspection)	30.00	30.00	\$ -
16. Late Renewal	25.00	25.00	\$ 4,450

**ENVIRONMENTAL HEALTH FEE SCHEDULE**  
**FY 1999-2000**  
(Revised 06/28/1999)

DESCRIPTION	FEE AMOUNT	DEPOSIT AMOUNT	Revenue Accruing the CHD Trust Fund
17. Alcoholic Beverage Inspection Approval	30.00	30.00	\$ -
<b>FOOD ESTABLISHMENTS TOTALS</b>			<b>\$ 170,000</b>
<b>ONSITE SEWAGE DISPOSAL PROGRAM (OSTDS)</b>			<b>\$ -</b>
1. Application for permitting of an onsite sewage treatment and disposal system which includes application and plan review for new and repair permits	25.00	23.00	\$ 56,442
1a. Transfer to headquarters		2.00	\$ -
2. Site evaluation for a new system	60.00	55.20	\$ 38,143
2a. Transfer to headquarters		4.80	\$ -
3. Site evaluation for a system repair	40.00	36.80	\$ -
3a. Transfer to headquarters		3.20	\$ -
4. Site re-evaluation, new or repair	40.00	36.80	\$ -
4a. Transfer to headquarters		3.20	\$ -
5. Permit for new systems, including standard subsurface, filled or mounded systems	55.00	50.60	\$ 51,865
5a. Transfer to headquarters		4.40	\$ -
6. New system installation inspection	55.00	50.60	\$ 26,464
6a. Transfer to headquarters		4.40	\$ -
7. Research fee to be collected in addition, and concurrent with the permit for a new system installation fee until 6/30/2002.	5.00	5.00	\$ 5,130
8. Repair permit issuance which includes inspection	60.00	41.40	\$ 59,119
8a. Transfer to headquarters		3.60	\$ -
8b. Transfer to headquarters for training center		6.00	\$ -
9. Inspection of system previously in use	50.00	46.00	\$ -
9a. Transfer to headquarters		4.00	\$ -
10. Reinspection fee per visit for site inspections after system construction approval	25.00	23.00	\$ -
10a. Transfer to headquarters		2.00	\$ -
11. Installation reinspection of non-compliant system per each site visit	25.00	23.00	\$ 2,944
11a. Transfer to headquarters		2.00	\$ 1,402
12. System abandonment permit, includes permit issuance and inspection	40.00	36.80	\$ -
12a. Transfer to headquarters		3.20	\$ -
13. Annual operating permit fee for systems in IM and equivalent areas, and for systems receiving commercial waste	150.00	138.00	\$ 8,556
13a. Transfer to headquarters		12.00	\$ -
14. Amendments or changes to the operating permit during the permit period per change or amendment	25.00	23.00	\$ 11,523
14a. Transfer to headquarters		2.00	\$ -
15. Aerobic treatment unit operating permit per annum	150.00	138.00	\$ 3,036
15a. Transfer to headquarters		12.00	\$ -
16. Tank manufacturer's inspection per annum	100.00	50.00	\$ 200
16a. Transfer to headquarters		50.00	\$ -
17. Septage disposal service permit per annum	50.00	48.00	\$ 1,886
17a. Transfer to headquarters		4.00	\$ -
18. Additional charge per pumpout vehicle	25.00	23.00	\$ 1,265
18a. Transfer to headquarters		2.00	\$ -
19. Portable or temporary toilet service permit per annum	50.00	48.00	\$ 322
19a. Transfer to headquarters		4.00	\$ -
20. Additional charge per pumpout vehicle	25.00	23.00	\$ 805

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**ENVIRONMENTAL HEALTH FEE SCHEDULE**  
**FY 1999-2000**  
(Revised 06/28/1999)

DESCRIPTION	FEE AMOUNT	DEPOSIT AMOUNT	Revenue Accruing the CHD Trust Fund
20a. Transfer to headquarters		2.00	\$ -
21. Septage stabilization facility inspection fee per annum	150.00	138.00	\$ -
21a. Transfer to headquarters		12.00	\$ -
22. Septage disposal site evaluation fee per annum	100.00	92.00	\$ -
22a. Transfer to headquarters		8.00	\$ -
23. Aerobic treatment unit maintenance entity permit per annum	25.00	23.00	\$ 46
23a. Transfer to headquarters		2.00	\$ -
24. Variance application for a single family residence per each lot or building site	150.00	75.00	\$ 2,700
24a. Transfer to headquarters		75.00	\$ -
25. Variance application for a multi-family or commercial building per each building site	200.00	100.00	\$ 800
25a. Transfer to headquarters		100.00	\$ -
26. Inspection for construction of an injection well (FL Keys)	125.00	125.00	\$ -
<b>Performance-based Treatment Systems</b>			\$ -
1. Application for permitting of a new performance-based treatment system, which includes application and plan review	125.00	115.00	\$ -
1a. Transfer to headquarters		10.00	\$ -
2. Permit for new performance-based treatment system	125.00	115.00	\$ -
2a. Transfer to headquarters		10.00	\$ -
3. Installation inspection for new performance-based systems	75.00	69.00	\$ -
3a. Transfer to headquarters		6.00	\$ -
4. Research fee to be collected in addition, and concurrent with the permit for a new performance-based system installation fee	5.00	5.00	\$ -
4. Repair permit issuance which includes inspection	125.00	115.00	\$ -
4a. Transfer to headquarters		10.00	\$ -
5. Inspection of system previously in use	25.00	23.00	\$ -
5a. Transfer to headquarters		2.00	\$ -
6. Reinspection fee per visit for site inspections after system construction approval	25.00	23.00	\$ -
6a. Transfer to headquarters		2.00	\$ -
7. Installation reinspection of non-compliant system per each site visit	50.00	46.00	\$ -
7a. Transfer to headquarters		4.00	\$ -
8. System abandonment permit, includes permit issuance and inspection	75.00	69.00	\$ -
8a. Transfer to headquarters		6.00	\$ -
9. Annual operating permit fee for performance-based treatment system. Fee charged second year of operation	200.00	184.00	\$ -
9a. Transfer to headquarters		16.00	\$ -
10. Review of application due to proposed amendments or changes after initial operating permit issuance.	75.00	69.00	\$ -
10a. Transfer to headquarters		6.00	\$ -
11. Variance application for a single family residence per each lot or building site	150.00	75.00	\$ #VALUE!
11a. Transfer to headquarters		75.00	\$ -
<b>FEE COLLECTED AT HEADQUARTERS - Onsite Sewage</b>			\$ -
1. Application for innovative product approval	500.00	For headquarters use only	#VALUE!
2. Application for registration including initial examination	75.00	For headquarters use only	#VALUE!
3. Initial registration	100.00	For headquarters use only	#VALUE!
4. Renewal of registration	100.00	For headquarters use only	#VALUE!
5. Renewal of inactive certificate of authorization	250.00	For headquarters use only	#VALUE!
<b>ONSITE SEWAGE DISPOSAL PROGRAM (OSIDS) TOTALS</b>			\$ 272,648

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**ENVIRONMENTAL HEALTH FEE SCHEDULE**  
**FY 1999-2000**  
**(Revised 06/28/1999)**

DESCRIPTION	FEE AMOUNT	DEPOSIT AMOUNT	Revenue Accruing the CHD Trust Fund
<b>DRINKING WATER</b>			\$ -
1. First Year Public Water Annual Operation Permit - Limited Use	75.00	67.50	\$ 540
1a. Transfer to headquarters		7.50	\$ -
2. Second Year Public Water Annual Operation Permit - Limited Use	70.00	63.00	\$ -
2a. Transfer to headquarters		7.00	\$ -
3. Public Water Construction Permit - Limited Use	75.00	67.50	\$ 405
3a. Transfer to headquarters		7.50	\$ -
4. Private Water Construction Permit - serving 3 or 4 non-rental residences	40.00	36.00	\$ 72
4a. Transfer to headquarters		4.00	\$ -
5. Initial Operating Permit Fee After March 31 of Any Year	35.00	31.50	\$ 126
5a. Transfer to headquarters		3.50	\$ -
6. Non-SDWA Lab Sample (Sample Collection/Review of Analytica Results/Health Risk Interpretation):			\$ -
Delineated Area	50.00	50.00	\$ -
Bacterial Sample Collection	40.00	40.00	\$ 115,000
Chemical Sample Collection	50.00	50.00	\$ -
Combined Chemical microbiological	55.00	55.00	\$ 825
7. Reinspection of Private Water System	25.00	25.00	\$ -
8. Reinspection of Public Water System	40.00	40.00	\$ -
9. Delineated Area Clearance Fee	50.00	50.00	\$ -
10. Limited Use Commercial Registered System	15.00	15.00	\$ 600
11. Limited Use Commercial Public Water System Operating Permit Family Day Care Establishment	25.00	25.00	\$ 250
<b>DRINKING WATER TOTALS</b>			\$ 117,811
<b>OTHER ENVIRONMENTAL HEALTH FEES</b>			
<b>VARIOUS PROGRAMS (1092)</b>			\$ 225,780
<b>SAFE DRINKING WATER ACT (11.12)</b>			\$ 120,000
<b>OTHER ENVIRONMENTAL HEALTH FEES TOTALS</b>			\$ 345,780
<b>GRAND TOTALS</b>			\$ 1,345,761

ATTACHMENT V

COUNTY FEE SCHEDULES, BY SERVICE

<u>LEVEL OF SERVICE/SERVICE:</u>	<u>Fee/Range</u>	<u>Estimated Annual Revenue Accruing To The CPHU Trust Fund</u>
<b>I. <u>COMMUNICABLE DISEASE:</u></b>		
Vital records (Certified copies) (\$4.00 surcharge for 1st copy validated birth certificate)	\$13.00	\$691,500
Death Certificates	\$10.00	\$938,376
Second Copy	\$ 9.00	
STD Encounter	\$15.00	\$325,000
T.B.Encounter	\$15.00	
Immunizations	\$15.00	
	<b>Subtotal</b>	<b>\$1,954,876</b>
<b>II. <u>PRIMARY CARE:</u></b>		
School Physicals	\$20.00	\$ 0
IPO and CCH		0
Family Planning	\$8.00 /\$10.00	6,000
Dental Encounter		0
PC Sliding Fee		0
PC Pharmacy		0
	<b>Subtotal</b>	<b>\$ 6,000</b>
<b>III. <u>ENVIRONMENTAL HEALTH</u></b>		
Main Clearance Bacteriological Sampling, 2 Days, 1 Sample Point	\$150.00	\$9,900
2 - 7 Sample Points	\$300.00	\$24,650
Thereafter, Each 7 add'l S.P.	\$150.00	\$9,900
Main Clearance Resampling, Per Day, 1-7 Sample Points	\$ 75.00	\$7,050
Additional Sets, 7 Sample Points	\$150.00	\$9,900
Bacteriological Compliance Sampling		\$30,000
Clearance Letters for Water Main Ext. or Water Treatment Plants	75.00	\$27,000

Plan Review, Backflow Preventers  
(Existing service, non-Department of  
Environmental Protection) 100.00 \$ 1,500

Stamping Additional Plans 5.00 /5 Sheet 100

Subtotal \$120,000

Total County Fees \$2,080,876  
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**ATTACHMENT VI**

<u>FACILITY DESCRIPTION</u>	<u>LOCATION</u>	<u>OWNED BY</u>
Downtown Complex	1325 N.W. 14 Avenue	State of Florida
Building #7	1350 N.W. 14 Avenue	State of Florida
DCMA/TB Unit	1501 North River Drive	Dade Co. Medical Assoc.
Dr. Rafael Penalver Health Ctr.	971 NW 2 Street	Miami-Dade County (Land leased from City of Miami)
Jefferson Reaves Sr. Health Ctr.	1007 NW 5 Avenue	Miami-Dade County (Land leased from City of Miami)
AIDS Program	1444 Biscayne Blvd.	Biscayne Management Corp.
DCHD Administration	1444 Biscayne Blvd.	Biscayne Management Corp.
WIC Program	1444 Biscayne Blvd.	Biscayne Management Corp.
Special Immunization Program	1444 Biscayne Blvd.	Biscayne Management Corp.
North Side Field Nursing Unit	150 E. Plaza (Northside Shopping Center)	Tashi Valley
Juanita Mann Center	250 E. Plaza (Northside Shopping Center)	Tashi Valley
Little River STD Clinic	300 N.E. 80 Terrace	Miami-Dade Country
North Miami Center	14101 NW 8 Ave	Miami-Dade Country
Golden Glades Environmental Health	1725 NW 167th Street	Miami-Dade Country
Miami Beach PET Center	615 Collins Avenue	Miami-Dade Country
Refugee Health Screening	2742 SW 8 Street	Intercontinental Facilities. Inc.
South Side Field Nursing Unit	5798 SW 68 Street	Miami-Dade Country
RWL South Miami Center	6601 SW 62 Avenue	Miami-Dade Country
CAA Bldg./Perrine Center	17801 Homestead Avenue 9970 S.W. 178 th Street	Miami Dade County
Quail Roost Center	12314 Quail Roost Drive	Message Construction Co.



ATTACHMENT VII

DESCRIPTION OF USE OF CHD TRUST FUND BALANCES  
FOR SPECIAL PROJECTS, IF APPLICABLE  
(From Attachment II, Part I)

DESCRIPTION OF SPECIAL CONTRACTS  
(Please list separately)

Special contracts are contracts for services for which there are no comparable services in the county health department core programs; no service codes in Departmental coding manuals; projects that are locally designed and have no standard statewide set of services and therefore cannot be accounted for within existing county health department programs. These contracts are coded to SAMAS Level 599 and include some contracts formerly handled at the district offices such as Epilepsy, colposcopy, Project WARM, community planning and special family planning and teen mother projects.

ATTACHMENT VIII

THIS ATTACHMENT #8 to CORE by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and FLORIDA DEPARTMENT OF HEALTH/MIAMI-DADE COUNTY HEALTH DEPARTMENT of the State of Florida, hereinafter referred to as the "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:

Various locations enumerated in Attachment VI and made a part hereto, all of which are Miami-Dade County owned buildings located in Miami-Dade County, Florida.

TO HAVE AND TO HOLD unto said TENANT the term of the Core Contract for and at an annual rent of One dollar and No/100 (\$1.00), for each and every location being used by the TENANT for the original term of the Lease payable in advance to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or as such other place and to such other person as LANDLORD may from time to time designate in writing.

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

ARTICLE I

**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by TENANT solely for the provision of health care services.

**ARTICLE II**  
**CONDITION OF PREMISES**

TENANT hereby accepts the premises in the condition they are in at the beginning of this Lease.

**ARTICLE III**  
**UTILITIES**

The TENANT, during the term hereof, shall pay all charges for water, waste disposal, electricity and all other utilities used by the TENANT.

**ARTICLE IV**  
**MAINTENANCE**

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease or any extension or renewal thereof, the leased premises, and the following:

- Existing interior furnishings;
- Interior and exterior of buildings;
- Plumbing and electrical lines and equipment;
- Air-conditioning and heating equipment;
- Parking areas and drainage;
- Janitorial and custodial services;
- Exterminating services;
- Grounds and landscaping maintenance;
- Roof and roof leaks;
- Trash and refuse disposal;
- Fire equipment, including inspection as required by applicable fire codes.

TENANT shall be responsible for and shall repair any damage caused to the premises as a result of TENANT's use of the premises. LANDLORD shall notify TENANT after

discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

**ARTICLE V**  
**ALTERATIONS BY TENANT**

The TENANT may make alterations, additions or improvements in or to the premises as may be required for the operation of its program as described in Article I without the written consent of the LANDLORD. All additions, fixtures or improvements, except but not limited to store and office furniture and fixtures, exclusive of furnishings provided by the LANDLORD, which are readily removable without injury to the premises, shall have title vested to the LANDLORD without any compensation due the TENANT and remain a part of the premises at the expiration or cancellation of this Lease. However, prior to title so vesting, the LANDLORD and the TENANT may attempt to negotiate another use for the premises acceptable to the LANDLORD and compatible with the area. Subject to the above, any carpeting and removable partitions installed by the TENANT within the demised premises shall remain the TENANT'S property and may be removed by the TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

**ARTICLE VI**  
**DISABLED INDIVIDUALS**

The TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

The TENANT further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street and accessible parking, if parking is provided under the Lease, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida Statutes. The TENANT covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at the TENANT's costs and expense.

**ARTICLE VII**  
**DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease by giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the Leased Buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the premises so that they equal the condition of the premises on the date the premises was destroyed. In lieu of reconstructing, TENANT can elect to reimburse LANDLORD all

expenses incurred by LANDLORD in restoring the premises to their original condition on the date that the premises was destroyed. This election of remedies shall be at the sole discretion of TENANT.

In the event the Leased Premises or the Leased Buildings are damaged (either partially or completely) by any cause other than TENANT's negligence, the damage shall be repaired with due diligence by LANDLORD, at the LANDLORD's cost and expense.

**ARTICLE VIII**  
**ASSIGNMENT**

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease or the term hereof, except as provided for in Article XX(3).

**ARTICLE IX**  
**NO LIABILITY FOR PERSONAL PROPERTY**

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

**ARTICLE X**  
**SIGNS**

The cost of signage to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

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

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repair's, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof.

**ARTICLE XII**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by LANDLORD.

**ARTICLE XIII**  
**SURRENDER OF PREMISES**

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease or any extension thereof, said premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted

**ARTICLE XIV**  
**INDEMINIFICATION AND HOLD HARMLESS**

To the extent allowed by law, Florida State Statues 284.30 and 768.28, governing State Agency Liability, the TENANT shall indemnify and save LANDLORD harmless from any and all claims, liability, losses, and causes of action which may arise out of the fulfillment of this Lease Agreement, or the TENANT's activities in the demised premises, and caused by the negligence of the TENANT or TENANT's employees or agents. Subject to the provisions of Sections 284 and 768 Florida Statutes, the TENANT shall pay claims and losses of any nature whatever in connection therewith, and shall

defend all suites, in the name of LANDLORD when applicable, and shall pay all costs and judgments which may issue thereon. However, nothing in this section shall indemnify the LANDLORD for any liability or claim arising out of the performance required of the LANDLORD under this Lease or damages caused solely by the negligence of LANDLORD, its employees agents, or invites.

**ARTICLE XV**  
**LIABILITY FOR DAMAGE OR INJURY**

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 employees, agents, or invites, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE XVI**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease 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 named and expressed.

**ARTICLE XVII**  
**CANCELLATION**

Either party, LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any location covered hereby, in accordance with the provisions of paragraph 8 of the Core Contract.

**ARTICLE XVIII**  
**NOTICES**



It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT at the Office of Executive Administrator, State of Florida, Department of Health, Miami-Dade County Health Department, 1350 N.W. 14<sup>th</sup> Street, Miami, Florida 33125, shall constitute sufficient notice to TENANT.

**ARTICLE XIX**  
**PERMITS AND REGULATIONS**

TENANT covenants and agrees that during the term of this Lease TENANT will obtain all necessary permits and approvals for any alterations or improvements to the premises made by TENANT, and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

**ARTICLE XX**  
**ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners has declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin (Resolution No. 85-92 dated January 21, 1992) and there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation and maintenance of the property and facilities included in this Lease Agreement.

3. Provider Agreements

TENANT may not enter into any agreement with a Third Party to assume the operational responsibilities of the TENANT under this Lease without obtaining the written permission of the LANDLORD, in each case. Any authorization given by the LANDLORD to a provider agreement shall not waive any obligations of the TENANT to fulfill any provision under this Lease Agreement.

**Article XXI  
WRITTEN AGREEMENT**

The Lease, along with the provisions of the Core Contract, contains the entire agreement between the parties hereto and all prior negotiations leading thereto, and it may be modified only in accordance with the Core Contract.

**EXHIBIT A**

Perrine Center  
9970 S.W. 178th Street  
Miami, Florida 33157

RLW South Miami Center  
6601 S.W. 62<sup>nd</sup> Avenue  
South Miami, Florida 33143

Southside Field Nursing Unit  
5798 S.W. 68<sup>th</sup> Street  
South Miami, Florida 33143

Miami Beach PET Center  
615 Collins Avenue  
Miami Beach, Florida 33139

Dr. Rafael Penalver Health Center with the  
exclusion of the portion of the building  
operated by the Board of Directors of the  
Dr. Rafael Penalver Health Center.  
971 N.W. 2<sup>nd</sup> Street  
Miami, Florida 33128

Jefferson Reaves Sr. Health Center with the  
exclusion of the portion of the building  
operated by the Board of Directors of the  
Jefferson Reaves Senior Health Center.  
1007 N.W. 5<sup>th</sup> Avenue  
Miami, Florida 33128

Little River STD Clinic  
300 N.E. 80<sup>th</sup> Terrace  
Miami, Florida 33138

North Miami Center  
14001 N.W. 8<sup>th</sup> Avenue  
North Miami, Florida 33168

Golden Glades Admin. Annex  
1725 N.W. 167th Street  
Miami, Florida 33056

ATTACHMENT IX

FY 1999-00 BOARD OF COUNTY COMMISSIONERS  
APPROPRIATIONS

Public Health Safe Streets	\$102,165
Neighborhood Improvements	\$167,062
Hepatitis Prevention	\$106,700
Sanitary Nuisances (including rodent control)	\$501,616*
Other Health related programs	<u>\$379,157**</u>
Total	\$1,256,700

\* A minimum of \$400,000 to be allocated to rodent control

\*\*The State Department of Health (DOH) is to submit health priorities to the Public Health Trust (PHT) for evaluation and funding. A portion of these funds may be used to enhance specific projects already listed above.

Note: Reimbursement methodology and monitoring requirements will be detailed under separate agreement between the PHT and the DOH.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ATTACHED E

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County by \_\_\_\_\_  
Jennifer L. Bencie, MD, MSA, Acting Director (print  
Individual's name and title)  
Florida Department of Health, Miami-Dade County for \_\_\_\_\_  
(print Name of entity submitting sworn statement) Health Department

whose business address is 1350 NW 14th Street, Miami, FL 33125

and if applicable its Federal Employer Identification Number (FEIN) is 59-6001874 If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand 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 transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand 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 or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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 a 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.
5. I understand 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 within 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X 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 any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

N/A 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies).

N/A 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, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding 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. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
(Signature)

Sworn to and subscribed before me this 3rd day of December, 1999.

Personally known \_\_\_\_\_

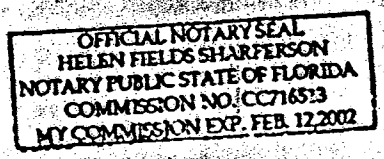
OR Produced Identification \_\_\_\_\_

Notary Public - State of Florida

My commission expires 2/12/2002

(Type of Identification)

Helen Fields Sharperson  
(Printed typed or stamped commissioned name of notary public)



### METRO-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The METRO-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; METRO-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; METRO-DADE CRIMINAL RECORD AFFIDAVIT; and DISABILITY NONDISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or political subdivision or agency thereof or any municipality of this State. The METRO-DADE FAMILY LEAVE AFFIDAVIT, shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities and individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, Jennifer L. Bencie, MD being first duly sworn state:  
Affiant.

The full legal name and business address of the person(s) or entity contracting or transacting business with Metro-Dade County (Post Office addresses are not acceptable):

59-6001874  
Federal Employer Identification Number (if none, Social Security)

Florida Department of Health, Miami-Dade County Health Department  
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

<u>1350 N.W. 14th Street</u>	<u>Miami</u>	<u>Florida</u>	<u>33125</u>
Street Address	City	State	Zip Code

N/A I. METRO-DADE COUNTY DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. 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. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall pertain to contracts with publicly-traded corporations or to contracts with the United States or any department, agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership

2 The full legal names and business address of any other individual (other than subcontractors, material suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) contract or business transaction with Dade County are (Post Office addresses are not acceptable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

N/A

II. METRO-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amc. sec. 2.8-1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contract transacting 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 thereof or any municipality of this State.

- 1. Does your firm have a collective bargaining agreement with its employees?  Yes  No
- 2. Does your firm provide paid health care benefits for its employees?  Yes  No
- 3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Alut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

N/A

III. METRO-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

X

IV. METRO-DADE COUNTY CUBA AFFIDAVIT (County Resolutions R-202-96 and R-206-96)

That neither the firm (individual, organization, corporation, etc.) submitting this bid or proposal or receiving contract award or any of its owners, subsidiaries, or affiliated or related firms has:

- 1. engaged in the purchase, transport, importation or participation in any transaction involving merchandise that:
  - a. is of Cuban origin; or
  - b. is or has been located in or transported from or through Cuba; or
  - c. is made or derived in whole or in part of any article which is the growth, produce or manufacture of Cuba

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2. engaged in any transaction in which a Cuban national or the government of Cuba with a Cuban national government of Cuba, or which involves property in which a Cuban national or the government of Cuba has an interest;
3. been a party to, or had an interest in any franchise, license or management agreement with a Cuban national government of Cuba, or which involves property in which a Cuban national or the government of Cuba has an interest;
4. had or held any investment, deposit, loan borrowing or credit arrangement or had any other financial deal with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has an interest;
5. subcontracted with, purchased supplies from, or performed billing or collection services for any person that does business with Cuba as provided in "1" through "4" above.
6. traveled to Cuba in violation of U.S. travel restrictions during the ten year period preceding the date of submittal.

X

V. METRO-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Metropolitan Dade County, Florida, the above person or entity is providing a drug-free workplace. A written statement to each employee shall inform them 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 they will abide by the terms and notify the employer of any criminal drug conviction occurring no later than 30 days after receiving notice of such conviction and impose appropriate personnel action against the employee including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service the person or entity make it necessary for the operation of the County or for the health, safety, welfare 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 the provisions are in conflict with the requirements of those governmental entities.

N/A

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

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

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the death 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 of the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of the State.

N/A

VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply 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 products 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. 12101-12217 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Accommodations 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 pertain 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.

X

VIII. METRO-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES 2-8.1(c) of the County Code)

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 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.

X

IX. WELFARE REFORM WORK PARTICIPATION AFFIDAVIT (Resolution R-1206-97)

Any contract or renewal of a contract entered into based upon a false affidavit submitted pursuant to Resolution No. R-1206-97 shall be voidable by the County. If any attesting entity violates the provisions of Resolution No. R-1206-97 during the term of any contract with the County, the contract shall be voidable by the County if the attesting entity was not in violation at the time it submitted the affidavit.

\_\_\_ This entity is a not for profit organization receiving a grant award and therefore exempt from provisions of Resolution No. R-1206-97.

\_\_\_ This entity is entering into a professional services agreement and therefore exempt from the provisions of Resolution No. R-1206-97.

\_\_\_ This entity does not have twenty-five (25) or more employees and therefore is exempt from the provisions of Resolution No. R-1206-97.

X This entity does have twenty-five (25) or more employees, but conducts business with the County for less than \$500,000 and therefore is exempt from the provisions of Resolution No. R-1206-97.

\_\_\_ This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of \$500,000 or more. Therefore, I hereby attest that during the term of the contract, at least five percent (5%) or more of this entity's local Dade County full-time work force consists of or will consist of individuals who reside in Dade County and who have lost or are about to lose their cash assistance benefits (formerly Aid to Families with Dependent Children or "AFDC") as a result of the Personal Responsibility and Work Opportunity Act of 1996. Furthermore, this entity did not replace any employees in order to comply with the provisions of Resolution No. R-1206-97.

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department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

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

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.

N/A X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's workforce consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" a affidavits that do not pertain to this contract.

By: [Signature] 12/12/99  
(Signature of Affiant) (Date)

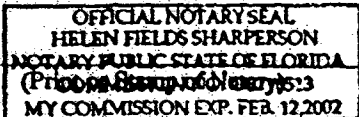
SUBSCRIBED AND SWORN TO (or affirmed) before me this 3<sup>rd</sup> day of December

1999 by Jennifer L. Bencie, MD He/She is personally known to me or has

presented \_\_\_\_\_ as identification.  
(Type of Identification)

[Signature]  
(Signature of Notary)

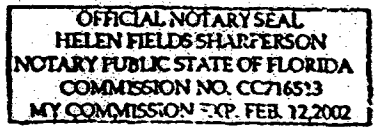
820417  
(Serial Number)



2/12/2002  
(Expiration Date)

Notary Public - Stamp State of Florida  
(State)

Notary Seal

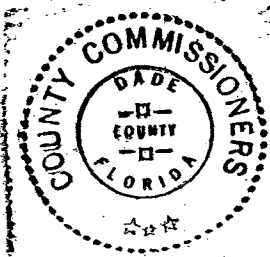


STATE OF FLORIDA           )  
  )  
COUNTY OF MIAMI-DADE    )

SS:

I, **HARVEY RUVIN**, Clerk of the Circuit and County Courts, in and for Miami-Dade County Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, **Do Hereby Certify** that the above and foregoing is a true and correct copy of Resolution No. r-27-00, adopted by said Board of County Commissioners at its meeting held on January 13, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of May, A.D. ~~2004~~



SEAL

**HARVEY RUVIN**, Clerk  
Board of County Commissioners  
Miami-Dade County Florida

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

Deputy Clerk

**[Attachment to:  
MEMORANDUM**

**PURCHASE OF THE PROPERTY LOCATED AT 710-720 ALTON ROAD ON  
MIAMI BEACH – UTILIZING FUNDS FROM THE BUILDING BETTER  
COMMUNITIES BOND PROGRAM'S HEALTHCARE FUND]**

**Attachment D  
PARKING LICENSE AGREEMENT**

**[Attachment to:  
LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY (LANDLORD) AND  
MIAMI BEACH COMMUNITY HEALTH CENTER, INC. (TENANT)]**

**Attachment C-1  
PARKING LICENSE AGREEMENT**

## PARKING LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between SOUTH BEACH HEIGHTS I, LLC, a Florida limited liability company (herein referred to as the "Licensor") and MIAMI BEACH COMMUNITY HEALTH CENTER, INC., a Florida not for profit corporation (hereinafter referred to as "Licensee").

### RECITALS

A. **WHEREAS**, Licensor owns land located in the City of Miami Beach, Miami-Dade County, Florida, as more particularly described on Exhibit "A" attached hereto (the "**Licensor's Property**") upon which a surface parking lot (together with any Substitute Parking Facility (as defined below), the "**Parking Facility**") is located;

B. **WHEREAS**, simultaneously with the execution of this Agreement, Licensor has conveyed to Licensee the property more particularly described on Exhibit "B" attached hereto (the "**Property**") which is adjacent to the land upon which the Parking Facility is located;

C. **WHEREAS**, Licensor and Licensee wish to enter into this Parking License Agreement (the "**Agreement**"), whereby Licensor shall grant to Licensee a license to use certain parking spaces contained within the Parking Facility.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee do hereby agree as follows:

1. Recitals. The recitals are true and correct, and are incorporated herein by this reference to form a part of this Agreement.

2. Grant. Licensor hereby grants to the "**License Beneficiaries**" (as defined below) the non-exclusive right to use seventy (70) unassigned parking spaces located within the Parking Facility (the "**Parking Spaces**"). Licensor shall have the right to reasonably designate specific spaces for Licensee's use. In the event of construction on or about Licensor's Property (including the Parking Facility) whereby the Parking Facility is not available for use, or in the absence of such construction or other reason, at Licensor's option (but in such latter case, not to exceed a period of up to two (2) years), Licensor shall have the right to relocate Licensee's Parking Spaces to parking available at another property so long as any such relocated Parking Spaces are within a 2 block radius of the Property. For purposes hereof, the "**License Beneficiaries**" shall mean Licensee and tenants of the Property from time to time, and their respective employees, guests and invitees. The Parking Spaces may not be used for any trucks (other than pick-up trucks and sports utility vehicles), buses, trailers, or tractor-trailers and the License Beneficiaries shall not block, obstruct access to, or otherwise interfere with Licensor's access to the Parking Facility or its use and enjoyment of the Parking Facility, other than the Parking Spaces. Disabled vehicles, abandoned vehicles, or vehicles missing tires, windows or doors shall be promptly removed by Licensee. Permanent or long-term storage of vehicles of any kind in the Parking Spaces shall be prohibited.

3. Term. This License shall have a term (the "Term") commencing on the date hereof and expiring two (2) years following the date hereof and shall automatically renew for four (4) successive two (2) year terms unless terminated by written notice by either party to this Agreement no less than ninety (90) days prior to the expiration of the current two (2) year term. Notwithstanding anything herein to the contrary, in the event that Licensee requires the use of the Parking Facility in order that its property be in compliance with applicable zoning regulations and no other parking facility at comparable rates is available to Licensee within a 2 block radius, Licensor shall not have the right to terminate this License and this Agreement shall continue for additional two (2) year terms for as long as same may be necessary.

4. Payment. Licensee shall pay to Licensor a monthly license fee (the "Fee") commencing on the date hereof, and on the first day of every month thereafter during the first year of the Term, equal to Five Thousand Two Hundred Fifty and No/100 Dollars (\$5,250.00) at Licensor's address as set forth in this Agreement (or to such other address as Licensor shall give, by written notice, to Licensee). Commencing on the first anniversary of this Agreement and continuing on the first day of every month thereafter through the sixth (6<sup>th</sup>) year of the Term, Licensee shall pay to Licensor monthly a Fee equal to Seven Thousand and No/100 Dollars (\$7,000.00), and from and after the sixth (6<sup>th</sup>) anniversary of this Agreement (years 7 through 10 of the Agreement), if applicable, the Fee shall be adjusted to market rate for the rental of 70 parking spaces in the area of the Property (as reasonably determined by Licensor), but not less than \$7,000.00 per month and not more than a 3% annual increase.

5. Use. The Parking Spaces shall be used and occupied for parking and for no other uses. The use and operation of the Parking Spaces shall be governed by reasonable rules and regulations adopted from time to time by Licensor or its designated agent, and the Parking Spaces may be in areas of the Parking Facility designated by Licensor. The control of access to the Parking Facility shall be determined by Licensor in its reasonable discretion and shall include, without limitation, the right to implement an access system requiring the use of entry cards or other means of entry. Use of the Parking Facility by Licensee and the other License Beneficiaries shall be at their sole risk. Licensor shall not be liable for any loss or damage whatsoever to any person or property, including, without limitation, any theft of vehicles or the contents thereof, while in or about the Parking Facility, and any and all such claims for the foregoing are waived by Licensee for and on behalf of itself and the License Beneficiaries.

6. Development Rights. Licensor shall have the right, at any time, to develop, redevelop, construct, repair, use, lease, transfer, convey and sell and enjoy all or any portion of the Parking Facility for any lawful use, in its sole discretion, including, without limitation, the development of a commercial facility, an office facility, a retail shopping center, a residential apartment or condominium development, a parking garage or facility, or any combination thereof (the "New Facility"); provided, however, that there shall be a parking facility (which may be located in, on, under or adjacent to the New Facility) containing a minimum of 70 parking spaces on a self park basis for use by the License Beneficiaries pursuant to the terms of this Agreement (the "Substitute



**Parking Facility”).** In the event Licensor constructs a New Facility, Licensee acknowledges and agrees that the existing parking lot may be eliminated.

7. Taxes. Licensor shall pay all taxes and assessments assessed against the Parking Facility and Licensee shall pay all taxes and assessments assessed against the Fee, including any Florida Sales tax, which payment shall accompany the corresponding Fee payment.

8. Maintenance. Licensor shall maintain the Parking Facility in a proper condition free of any refuse, waste, or debris, and a state of repair in good and working order, except that, to the extent that any repair is necessitated by, or damage is otherwise incurred as the result of, the actions of the License Beneficiaries, Licensor shall have no obligation to repair and Licensee shall be obligated to immediately repair same. Licensee accepts the Parking Spaces in their current “as-is” condition. Licensee shall not cause any physical waste to be committed in, on, or to the Parking Facility.

9. Indemnification. Licensee hereby agrees, and all License Beneficiaries by virtue of their use of the Parking Facility, shall be deemed to have agreed, to indemnify, defend and hold harmless Licensor (and its officers, directors, partners, employees, successors and assigns) for and against any and all actions, causes of action, loss, damage or injury to property or person, liabilities, damages, claims, costs or expenses of any kind or nature whatsoever (including all reasonable attorneys’ fees and costs whether or not an action is commenced, whether incurred before, during or after trial or upon any appellate level, or in any administrative proceeding, arbitration, mediation, or any proceeding in bankruptcy or insolvency) arising from, growing out of or connecting in any way with Licensee’s or any License Beneficiary’s use of the Parking Facility.

10. Insurance. The Licensee hereby warrants that, at all times during the term, it shall maintain in full force and effect, insurance coverages (naming Licensor as an additional named insured) as follows:

(a) General liability insurance in an amount not less than \$3,000,000.00, including coverage for bodily injury, property damage, and personal injury, \$1,000,000.00 per occurrence;

(b) Comprehensive automobile liability insurance in an amount not less than \$500,000.00 per occurrence, including coverage for bodily injury and property damage arising out of the use of a vehicle while in the performance of any duty relating to this Agreement;

(c) Licensor shall have the right to request additional liability coverage and amounts of insurance from time to time to the extent that the same are reasonable, available at commercially reasonable rates and of the type and amounts that other prudent operators of parking facilities in Miami Beach are requiring their licensees to carry; provided that no request shall be made before two (2) years have elapsed from the date of this Agreement.

All policies of insurance required hereunder shall be endorsed to provide that they shall not be cancelled or non-renewed without thirty (30) days prior written notice to Licensor. Licensee shall deliver to Licensor certificates of insurance for the insurance coverage required hereunder as and when same is issued and/or renewed so that Lessee shall always have in its possession evidence that all required insurance coverages are in effect.

11. Casualty or Condemnation. If any portion of the Parking Facility is damaged by casualty or taken by eminent domain and is rendered substantially unusable for the purposes contemplated herein and as a result are not able to be repaired or restored by Licensor, in Licensor's reasonable opinion, then the provisions of Section 2 above as to making relocated Parking Spaces available shall apply to the extent that Licensor has available to it sufficient alternate parking facilities. If such alternate parking facilities are not so available, Licensor shall have the right to terminate this License. Should Licensor choose to repair or restore the Parking Facility, in its discretion, Licensor will repair or restore same to the extent feasible; provided, however, Licensor shall not be obligated to expend an amount for the repair or restoration in excess of any condemnation or insurance proceeds recovered in connection therewith. All proceeds from any taking or condemnation of any portion of the Parking Facility, and any and all insurance proceeds as a result of any casualty thereto, shall be the property of Licensor.

12. NOTICES.

Notices and communications hereunder shall be given in writing and shall be deemed to have been given if sent by facsimile with confirmation of transmittal, delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified mail return receipt requested, in a postage prepaid envelope, and addressed to the other party as follows:

To Licensor: South Beach Heights I, LLC  
c/o Crescent Heights of America, Inc.  
2930 Biscayne Boulevard  
Miami, Florida 33137  
Attention: Russell W. Galbut  
Facsimile: (305) 672-2100

with a copy to:

Crescent Heights of America, Inc.  
2930 Biscayne Boulevard  
Miami, Florida 33137  
Attention: Sharon Christenbury, Esq.  
Facsimile Number: 305-573-2315

To Licensee: Miami Beach Community Health Center, Inc.  
710 Alton Road  
Miami Beach, Florida 33139

Attn: Kathryn Abbate  
Facsimile: (305) 695-2155

with a copy to:

Harold L. Lewis, Esq.  
One Biscayne Tower, Suite 2400  
2 South Biscayne Boulevard  
Miami, Florida 33131  
Facsimile: (305)379-2420

or to such other place or places as may be designated in writing by Licensor to Licensee or Licensee to Licensor from time to time.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, prohibited, or unenforceable for any reason, this Agreement shall be ineffective only to such extent and the remaining provisions shall continue to be given full force and effect so far as possible.

14. No Waiver. The failure of a party to insist upon strict performance of any term, to claim any interest, or to exercise any power, right or option contained in this Agreement, in any one or more instances, shall not be construed to be or constitute in fact a waiver or relinquishment of that party's right to assert and enforce its rights regarding any such term, interest, right, power, or option in any future instance.

15. Binding Effect. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the fee owners from time to time of the Parking Facility, the parties hereto and their respective successors and assigns.

16. Entire Agreement. This Agreement, including any Exhibits referenced herein, represent the entire agreement of the parties and is intended as a complete and exclusive statement of representations, warranties, agreements or other communications made prior to the execution of this Agreement shall be void and ineffective for all purposes.

17. Modification. This Agreement may be modified or rescinded only by a writing signed by the parties making specific reference hereto.

18. Compliance With Laws. Licensee's use of the Parking Facility shall be in compliance with applicable laws and ordinances.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to its conflicts or choice of laws.

20. Jurisdiction and Venue. In the event any disputes hereunder cannot be resolved amicably and litigation shall be commenced, Licensor and Licensee agree that venue and jurisdiction shall lie exclusively in Miami-Dade County, Florida. Each party hereby agrees to waive, to the fullest extent permitted by law, any defenses or challenges to such venue or personal or subject matter jurisdiction.

21. Default. If Licensee shall fail to pay any sums due hereunder within ten (10) days after such sum is due, or if Licensee shall fail to perform any of its non-monetary obligations hereunder within thirty (30) days following Licensor's written request for performance (except that such thirty day period shall be extended for a reasonable period of time in the event that Licensee commenced to perform during said thirty days and is diligently proceeding to complete such performance), Licensor shall have the right to terminate Licensee's rights hereunder and Licensor shall be entitled to pursue any and all remedies available at law or in equity. If Licensor shall fail to perform any of its obligations hereunder within thirty (30) days following Licensee's written request for performance (except that such thirty day period shall be extended for a reasonable period of time in the event that Licensor commenced to perform during said thirty days and is diligently proceeding to complete such performance), Licensee shall have the right to pursue such remedies as are available. All payments due from Licensee to Licensor not paid within ten (10) days of their due date shall bear interest at the lesser of (i) the highest lawful rate, or (ii) 12% per annum, until paid, which interest shall be due and payable immediately upon demand.

22. Interpretation. Unless the context of this Agreement indicates a contrary intent, words in the singular shall include the plural and vice-versa, and words in the masculine gender shall include the feminine or neuter genders as appropriate. Section headings are for convenience only and shall not in any way affect the interpretation of any provision of this Agreement.

23. Brokers. Licensor and Licensee represent and warrant to each other that they have dealt with no broker, agent or other person in connection with this transaction. Licensor and Licensee agree to indemnify and hold each other harmless from and against any claims by any other broker, agent or person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this leasing transaction.

24. Assignment and Subletting. Licensee has no right to assign or sublet, or transfer any interest under this Agreement or the Parking Facility whatsoever. The foregoing is not, however, intended to limit, the right of Licensee to transfer, convey and/or assign its rights hereunder as part of a sale, conveyance, transfer or mortgage of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective in all respects as of \_\_\_\_\_, 2005.

Signed, sealed and delivered in the presence of:

LICENSOR

SOUTH BEACH HEIGHTS I, LLC  
a Florida limited liability company

WITNESSED:

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

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

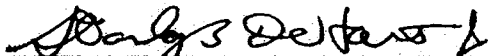
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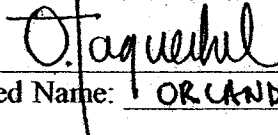
Printed Name:

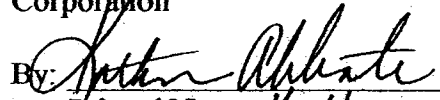
Title:

LICENSEE:

MIAMI BEACH COMMUNITY HEALTH  
CENTER, INC., a Florida not for profit  
Corporation

  
Printed Name: Stanley B. Dutton

  
Printed Name: ORLANDO TAQUECHEL

By:   
Printed Name: Kathryn Abbate  
Title: C.E.O.  
[CORPORATE SEAL]

**EXHIBIT "A"**

**Parking Facility**

**EXHIBIT "B"**

**Property**