Memorandum

MIAMI-DADE COUNTY

Date:	November 20, 2008
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Second amendment to the Lease Agreement with Camillus House, Inc. for property on the grounds of the Homestead Air Force Base

Agenda Item No. 10(A)(5)

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a second amendment to the Lease Agreement, subject to the approval of the United States Department of Health and Human Services (US HHS), between Miami-Dade County and Camillus House, Inc. (Camillus House) to recover its leasehold interest for undeveloped County-owned property.

The intent of this amendment is to recover approximately 11.59 of the twenty (20) acres under the current lease agreement with Camillus House in order to incorporate those acres into a new lease agreement with Carrfour Supportive Housing, Inc. (Carrfour) for the development of a new Homeless Housing Complex at the former Homestead Airbase. This particular item will recover the land through the amendment to the current lease agreement with Camillus. There is a separate item on this same agenda that memorializes the County's new lease agreement with Carrfour.

PROPERTY	20.13 acres of land at SW 280 Street and 137 Avenue contained and as further described in Exhibit A.
COMMISSION DISTRICT	9
COMMISSION DISTRICT IMPACTED	Countywide
OWNER	Miami-Dade County
TENANT	Camillus House, Inc.
PROPERTY USE	Residential Homeless Complex

BACKGROUND

In 1996, the Miami-Dade County Homeless Trust acquired approximately 84 acres of surplus property on the Homestead Air Base Military Reservation, which is currently in the following state:

- 12 acres are fully developed and under lease to Community Partnership for Homeless, Inc., which houses the 300-bed, full service Homeless Assistance Center.
- 20.31 acres are leased to Camillus House, where fifty-five (55) units of transitional housing have been developed on 8.72 acres. On any given day or night, over 500 homeless individuals and families are housed at this site. The 11.59 acres that remain undeveloped are being recovered through this item.
- 39.36 acres are currently undeveloped and not leased.
- Approximately 12 acres are dedicated right of way to the public, including roads and a water and sewer pumping station.

The BCC approved Resolution No. 721-98 on June 16, 1998, which authorized a fifty (50) year lease agreement between Miami-Dade County and Metatherapy Institute, Inc. to develop 20.31 acres as homeless housing. On September 9, 2003, the lease was assigned to Camillus House allowing them to construct and operate housing for homeless families and individuals, including veterans. In October 2004 Camillus House completed the development of the 55-unit housing project and is the current operator. During the development of the project, Camillus House only utilized a portion of the leased property and in May 2008, US HHS, which granted the property to Miami-Dade County through the Homeless Trust, consented to the County's request to develop the undeveloped property that was deeded to the County as 145 units of family housing, a produce/plant nursery, and a farmer's market/retail complex.

JUSTIFICATION
Camillus House has expressed that they have no desire in the further development of any portion of the undeveloped property currently under lease to them as they are focusing their full attention on the development of their new site in the Civic Center Complex.

On May 6, 2008 via Resolution No. R-525-08 the BCC approved the issuance of a Request for Application(s) process to solicit contracts/agreements for a development partner. Carrfour was selected to develop this site.

PURPOSE OF AMENDMENT

To recover from Camillus House, Inc. its leasehold interest in 11.59 acres of undeveloped property. To delineate clearly in the Amendment that the original lease between the County and Camillus House is amended to recover the County's leasehold interest in the 11.59 acres that are not and will not be used by Camillus House. The new legal description, as described in Exhibit B that encompasses the leased property minus the 11.59 acres will replace the legal description of the property in the original lease agreement. This new legal description is of the remaining 8.72 developed acres and shall be designated as Tract C and a Portion of Tract F and further described in the attached Lease Amendment.

Fiscal Impact
The amendment of this lease agreement will not create a fiscal impact to the County.

Track Record/Monitoring
The ongoing utilization of the property by Camillus will be monitored closely by the Homeless Trust. Attached for the BCC's information is a copy of the previously approved resolutions and documents concerning the lease.

Attachments

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: November 20, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(A)(5)

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. 10(A)(5)
11-20-08

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CAMILLUS HOUSE, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION CONCERNING PROPERTY LOCATED AT SW 280 STREET AND 125 AVENUE, HOMESTEAD FOR THE PURPOSES OF RECOVERING A LEASEHOLD INTEREST IN 11.59 ACRES OF UNDEVELOPED PROPERTY IN ORDER TO USE SAID PREMISES TO DEVELOP A NEW HOMELESS HOUSING COMPLEX FOR HOMELESS/FORMERLY HOMELESS FAMILIES AND INDIVIDUALS; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED 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 MIAMI-DADE COUNTY, FLORIDA, that this Board approves, subject to approval by the United States Department of Health and Human Services (US HHS) and in substantially the same form as attached hereto and made a part herein, the second amendment to the Lease Agreement between Miami-Dade County and Camillus House, Inc., a Florida Not-For-Profit Corporation, which will enable the County to recover its leasehold interest as to 11.59 acres of undeveloped land that were included in the original lease in order to develop the new Homeless Housing Complex as described herein; and authorizes the Mayor or Mayor's designee to exercise any an all other rights conferred therein, including making any necessary changes to the lease amendment required by US HHS for its approval.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin 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 November, 2008. 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:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MD

Mandana Dashtaki

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT made this day of 2008 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("LESSOR") and CAMILLUS HOUSE, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION ("LESSEE").

WITNESSETH:

WHEREAS, pursuant to Resolution No. 721-98 adopted by the Board of County Commissioners ("BCC") on June 16, 1998, the BCC authorized a Lease between the County and Methatherapy Institute, Inc. for that certain property located at SW 280 Street and 125 Avenue, Homestead, Florida; and

WHEREAS, on September 9, 2003 the Lease was assigned to Camillus House, Inc.; and

WHEREAS the original Lease Agreement defined the Demised Premises as follows:

The demised premises consisting of the initial 20.31 acres or less formally described as:

Parcels A and B, consisting of 20.31 acres, which constitute a portion of Section 1, Township 57 South, Range 39 East, as set forth in Exhibit A. The parcels are located at the Southeast corner of Walden Drive (SW 280 Street) and Coral Sea Boulevard (SW 127 Avenue) in unincorporated Miami-Dade County, Florida.

WHEREAS, LESSOR and LESSEE are desirous of amending said Lease as set forth below,

NOW THEREFORE, the lease is amended as follows:

Modification of Demised Premises: The LESSOR AND LESSEE hereby agree to decrease the acres of leased premises by 11.59 acres such that the LESSEE shall no longer occupy, use, lease or maintain that portion of the demised

The amended lease consists of the property described in Exhibit B, consisting of Tract C and that Portion of Tract F further described as:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING ALL OF TRACT "C" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1 TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "F" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT

THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

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

3. The term of this amended agreement for the lease of the demised premises, known as Tract C and that Portion of Tract F as described in Exhibit B, shall commence upon the parties' execution of the HHS approved lease amendment and shall terminate on the same date that the original lease is due to terminate. In all other respects the said Lease, as Amended, shall remain in full force and effect in accordance with the terms and conditions specified therein.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this ____ page Amendment to be executed by their respective and duly authorized officers the day and year first above written.

WITNESSES:

NAME:_____
(PRINT)

NAME: _____
(SIGNATURE)

NAME: _____
(PRINT)

NAME: _____
(SIGNATURE)

PROVIDER: _____
(FULL NAME OF AGENCY)

BY NAME: _____
(PRINT NAME OF AUTHORIZED AGENCY REPRESENTATIVE)

_____
(SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE)

_____
(TITLE)

_____
(DATE)

(SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY: _____
DEPUTY CLERK

_____
(DATE)

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

_____
George M. Burgess
County Manager

EXHIBIT A

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(K)(1)(A)
6-16-98

RESOLUTION NO. R-721-98

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT AND SERVICES AGREEMENT FOR VACANT LAND MADE AVAILABLE TO BE UTILIZED AS TRANSITIONAL HOUSING FOR HOMELESS FAMILIES AND INDIVIDUALS; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement and Services Agreement between Miami-Dade County and Metatherapy Institute, Inc., for vacant land to be used for transitional housing units for homeless families and individuals, in substantially the forms attached hereto and made a part thereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County following the approval of the County Attorney's Office; and authorizes the County Manager to execute any contracts, agreements, applications, permits, consents or approvals, and any extensions or amendments thereto, required in connection therewith, after approval of the County Attorney's Office and proper execution by Metatherapy Institute, Inc. or its successor in interest; and exercise any and all other rights on behalf of the County conferred therein.

SERVICES CONDITIONS:	Metatherapy is responsible for securing funding and operating the transitional housing pursuant to the terms of the Services Agreement.
EFFECTIVE DATE:	Commencing on the last signature date of the lease agreement and terminating 50 years thereafter, with an option to renew.
CANCELLATION PROVISION:	Incorporated in Lease and Services Agreement documents.

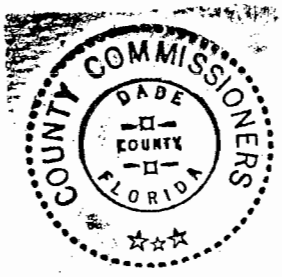
DIRECTIVES

No directives were received.

The foregoing resolution was offered by Commissioner Natacha Seijas Millan, 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	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey	absent	Miguel Díaz de la Portilla	aye
Betty T. Ferguson	aye	Gwen Margolis	aye
Natacha Seijas Millán	aye	Jimmy L. Morales	aye
Dennis C. Moss	absent	Pedro Reboredo	absent
Dorrin D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of June, 1998. 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 the County Attorney as
to form and legal sufficiency.

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 19 , by and between **DADE COUNTY**, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "**LANDLORD**" and **METATHERAPY INSTITUTE, INC.**, a Florida Not-For-Profit Organization, hereinafter called the "**TENANT**".

WITNESSETH

That the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to the TENANT and the TENANT hereby agrees to hire from the LANDLORD, the "Demised Premises" described as follows:

> Parcels A and B, consisting of 20.31 acres, which constitute a portion of Section 1, Township 57 South, Range 39 East, as set forth in Attachment A. The parcels are located at the southeast corner of Waldin Drive (SW 280th Street) and Coral Sea Boulevard (SW 127th Avenue) in unincorporated Metropolitan Dade County, Florida (Refer to the detailed legal descriptions attached hereto as Attachment A and incorporated herein).

TO HAVE AND TO HOLD unto the said TENANT for a term of 50 years, commencing on the date hereof [or occupancy of leased space, whichever is later, and 50 years thereafter] for and at a total rental of one (1) dollar, payable in one installment upon execution of this lease to the Board of County Commissioners c/o Dade County Homeless Trust. There is an option to renew, if mutually agreed by both parties.

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

ARTICLE I
USE OF DEMISED PREMISES

The Demised Premises consist at the time of the execution of this Lease Agreement of real property with no existing buildings. The area of the Demised Premises shall be used by the TENANT for the construction and operation of 50 transitional housing units (primary care) for families and 100 units for individuals. This housing will be constructed on the Demised Premises in a phased manner in accordance with Attachment B which is attached hereto and incorporated. No changes in the use are permitted without the express prior written approval of the LANDLORD. Upon failure of the TENANT to operate the facility in accordance with the approved uses, this lease shall become null and void and any improvements will become the property of the LANDLORD.

Assistance Act (42 U.S.C. 11411). On March 15,1994, the Board authorized the County Manager to submit an application on behalf of Miami-Dade County consistent with the re-use plans for the Base developed by the Beacon Council's Housing and McKinney Act Working Group (Reso No. 379-94). On September 20, 1994, the U.S. Department of Health and Human Services (USDHHS) approved said application granting surplus property for homeless purposes. On May 16, 1995 the BCC authorized the County Manager to submit a modified application (Reso No. 698-95) to USDHHS. The modified application included Metatherapy as the developer and operator of 150 units of transitional housing for homeless families and individuals. The modified application was subsequently approved and a deed conveyed to Miami-Dade County by the Federal government, and executed on July 25, 1996. This allows Metatherapy to fulfill its obligations pursuant to the approved modified application. A review and approval of the lease by USDHHS is required prior to execution by the County.

Funding for the construction and operation of the transitional housing has been secured by Metatherapy (Approximately $5.5 million in funding).

LEASE TERM:	Fifty years with an option to review.
SERVICE AGREEMENT TERM:	Concurrent with lease term.
RENTAL RATE:	Annual rent is $1.00
LEASE CONDITIONS:	Metatherapy is responsible for facility erection, construction, operation, maintenance, and structural repairs, at its sole cost and expense. Construction of any buildings or other improvements shall be made in conformance with the South Florida Building Code, and consistent with requirements and restrictions as indicated in the deed from the Federal government.

107 07-17A METRO DADE GSA MAT MGT

MEMORANDUM

Agenda Item No. 7(K)(1)(A)

O: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 16, 1998

SUBJECT: Lease and Services Agreement at S.W. 280th Street and S.W. 127th Avenue with Metatherapy Institute, Inc.

FROM: M. R. Stierheim
County Manager

RECOMMENDATION

The attached Lease Agreement and Services Agreement have been prepared by the Miami-Dade County Homeless Trust, and are recommended for approval.

BACKGROUND

PROPERTY:	A portion of Tract B, C and F of Community Partnership South, a subdivision of a portion of Section 1, Township 57 South Range 39 East, located at the Southeast corner of SW 280th Street and SW 127th Avenue.
OWNER:	Miami-Dade County
TENANT:	Metatherapy Institute, Inc., a not-for-profit 501(c)3, (Metatherapy)or any such single asset corporation as may be formed by Metatherapy Institute, Inc. for purposes of being the lessee of the property and to provide services on the portions of the property delineated in the lease
USE:	20.31 acres of vacant land located in the southeast corner of Waldin Drive (SW 280th St.) and Coral Sea Blvd. (SW 127th Avenue), to build and operate transitional housing units for homeless families and individuals.
JUSTIFICATION:	On December 30, 1993, U.S. HUD published a notice declaring portions of Homestead Air Force Base (the "Base") surplus and available for homeless purposes pursuant to the Stewart B. McKinney Homeless

ARTICLE II
ACKNOWLEDGMENT OF DEED RESTRICTIONS

The TENANT acknowledges that DEMISED PREMISES were conveyed to the LANDLORD by a Quit claim Deed from the United States of America, acting through the Secretary of Health and Human Services recorded at _____, in the Official Record Book of Dade County (the "Deed"), a copy of which is attached hereto as Attachment C and incorporated herein by reference. The TENANT agrees that it will not take, or cause to be taken, any action that would cause the United States of America to exercise its option to reenter the DEMISED PREMISES, and to cause all right, title and interest therein to revert to the United States of America. This Agreement is expressly subject to all rights of the United States of America under the Deed.

ARTICLE III
CONDITIONS OF PREMISES

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

ARTICLE IV
UTILITIES

All the utilities shall be placed in the name of the TENANT, and the cost of all utilities shall be paid by the TENANT including any and all infrastructure required to provide to the facility. The TENANT shall have the obligation to pay all utilities, taxes, and assessments levied upon or relative to the subject property. In addition, the TENANT shall share in the allocation of expenses for the relocation of drainage ditches and Florida Power and Light's utility poles. The TENANT shall also be required to pay within 30 days of the commencement date of this Lease its pro rata cost of any water and sewer facilities installed to benefit the DEMISED PREMISES and adjacent property. The TENANT's pro rata cost is calculated to be _____.

ARTICLE V
MAINTENANCE

The TENANT agrees to provide, at its sole cost and expense, all maintenance, both exterior and interior, required to keep the premises in a state of good repair, and in a safe and clean condition at all times, including but not limited to the following:

A. All construction elsewhere
B. Janitorial and custodial services
C. Maintenance of all operating equipment
D. All interior maintenance and repairs
E. Maintenance of all plumbing and electrical lines and equipment
F. Maintenance of all central air-conditioning and heating system equipment
G. Installation of all utilities, including sewer system
H. All exterior maintenance and repairs, including roof repairs
I. Landscaping and lawn maintenance
J. The removal of litter, trash and refuse

K. Maintenance of parking area
L. Maintenance of structure free of termites or any termite activity

If the TENANT fails to maintain the premises and effect repairs, the LANDLORD shall notify the TENANT of the deficiency. If within thirty (30) days after written notification by the LANDLORD of the deficiency, or such lesser time period as determined appropriate by the LANDLORD'S Executive Director in the event of a deficiency which poses a substantial risk to persons, or property, the TENANT does not cause the repairs or services to be performed, the LANDLORD may cancel this lease or cause the repairs to be performed. If the LANDLORD causes the repair, the TENANT is responsible for payment for such repairs within five days of presentation of an invoice. Failure to effect repairs or promptly reimburse shall constitute a default of the Lease and shall entitle the LANDLORD to immediate cancellation of the Lease.

ARTICLE VI
CONSTRUCTION

It is hereby agreed that the land shall be left in its natural state insofar as possible and that said lands shall be utilized only for the purposes as are outlined above. However, the TENANT, at its own expense, shall make such improvements and construct such facilities upon said land as shall be reasonably necessary to place the demised property and premises in such state or condition that they may be used for the purposes for which this Lease is made and entered into. Such improvements are to be at the sole cost and expense of the TENANT. All plans for the erection of any buildings or other improvements, or landscaping, shall be first submitted to the Executive Director of the Dade County Homeless Trust for report, recommendation, and approval prior to submission to other appropriate County departments for review and approval. The proposed housing will be constructed in accordance with the construction phase schedule in Attachment B. The County retains the right to approve the construction of all phases of housing. Furthermore, the TENANT shall not commence construction of any construction phase as defined in Attachment B upon any of the demised lands until it has on hand sufficient funds or methods of financing to pay the full cost of the particular phase of construction which it intends to construct. The TENANT shall be required to show the LANDLORD evidence of sufficient financing to construct the first or subsequent phase(s) of the subject housing prior to any construction of such phase(s). All plans for any rehabilitation, reconstruction, or demolition shall first be submitted to the Executive director of the Dade County Homeless Trust for report, recommendation and approval.

ARTICLE VII
CONSTRUCTION RELATED LIENS

All construction to be performed pursuant to this contract shall be completed by _____. All persons, firms or corporation dealing with the TENANT in respect to the furnishing of any labor, services or materials for the improvement of said DEMISED PREMISES are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said lands, but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements. The TENANT shall include language to the effect of the foregoing sentence in all its agreements. If liens are placed, the TENANT shall be responsible for satisfying these liens. If the TENANT does not satisfy these liens within thirty (30) days of notification this will entitle the LANDLORD to immediate cancellation of the Lease.

ARTICLE VIII
IMPROVEMENTS BY TENANT

Upon expiration, termination, or cancellation of this Lease, title to all improvements to the land and all assets and property on the land shall be vested in the LANDLORD without any compensation to the TENANT. Additional terms between the parties relating to improvements are contained in the "Services Agreement" between the parties dated _____ and incorporated herein.

The County shall have no liability or obligation to the TENANT's contractors, subcontractors, and material men performing work on or supplying materials for construction of any improvements. The TENANT warrants that no mortgages, liens, or other encumbrances whatsoever will be placed against the Property, unless expressly agreed to in writing by the County. All additions, fixtures, or improvements
to the subject property shall be and remain a part of the Property at the expiration of this Agreement.

ARTICLE IX
DESTRUCTION OF PREMISES

In the event that any improvements to the property should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that such improvements are rendered unfit for the TENANT's purposes, the same TENANT shall restore the improvements to good condition as soon as practical, thereafter from proceeds or insurance coverage and/or at its own cost and expense.

ARTICLE X
ASSIGNMENT

The TENANT shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease or the terms hereof without the written approval of the LANDLORD which shall not be unreasonably withheld.

ARTICLE XI
SIGNS

Signs will be of the design and form of letter to be first approved by the LANDLORD which shall not be unreasonably withheld. The cost of design and painting is to be paid by the TENANT. All signs shall be removed by the TENANT at the 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 the TENANT. The LANDLORD can disallow signs.

ARTICLE XII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE XIII
LANDLORD'S RIGHT OF ENTRY

The LANDLORD or any of its agents, shall have the right to enter said premises during all reasonable working hours, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building. Said right of entry shall likewise exist for the purpose of removing signs, fixtures, alterations, or additions which do not conform to this Agreement.

ARTICLE XIV
LIABILITY FOR DAMAGE OR INJURY

The County 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 the County, its employees, or agents, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XV
PEACEFUL POSSESSION

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

ARTICLE XVI
INDEMNIFICATION AND HOLD HARMLESS

The TENANT shall protect, defend, using attorneys reasonably acceptable to the LANDLORD and hold the LANDLORD and its officers, agents, and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees, in connection with administrative hearings and litigation through all levels of trial and appellate proceedings), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Demised Premises or the acts or omissions of officers, agents, employees, contractors, subcontractors, licensees, or invitees of the TENANT regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused by the sole negligence of the LANDLORD. The LANDLORD shall give to the TENANT reasonable notice of any such claims or actions. The provisions of this Article shall survive the expiration or early termination of this Agreement.

ARTICLE XVII
SUCCESSORS 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 XVIII
TERMINATION

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

A. Voluntary or involuntary assignment of this Lease without written approval of the LANDLORD.

B. The United States of America exercising its Right of Reentry pursuant to the Deed.

The LANDLORD shall have the right to terminate this Agreement after a thirty (30) day written notice sent by registered or certified mail to the TENANT of the occurrence of any one or more of the following, unless the same shall have been corrected within such period, and except as otherwise provided for in this Lease:

A. In the event the TENANT shall abandon or vacate the Demised Premises before the end of the term of this Lease, or discontinue operations hereunder or under the Services Agreement for a period of ten (10) days or more, or if the Demised Premises shall be used by the Tenant for any purpose other than as described in this Agreement.

B. The failure of the TENANT to correct destruction of the Demised Premises, if required in writing by the LANDLORD, pursuant to the provisions of Article VII.

C. Non-performance of any covenant of this Agreement or the Services Agreement by the TENANT or any of its subcontractors, agents, or licensees.

D. Non-performance of any covenant of any agreement or contract between the LANDLORD and the TENANT, including but not limited to the Services Agreement.

Notwithstanding any provision to the contrary herein, in the event the TENANT violates this Agreement and/or the Services Agreement and such violation results in a defect in the subject property which poses a substantial risk to persons or property, the LANDLORD may terminate this Agreement upon the provision of written notice to the TENANT as deemed appropriate by the Executive Director of the Trust.

Notwithstanding any provision to the contrary herein, if the TENANT fails to secure and maintain all necessary governmental approvals, including zoning approvals, and necessary permits and approvals, and maintain at all times required licensing, as specified by Article XIX herein, the LANDLORD shall be automatically entitled to cancel this Lease, without the need for prior notice.

This Agreement shall be subject to termination by the TENANT in the event of a default by the LANDLORD in the performance of any covenant or agreement herein required to be performed by the LANDLORD and the failure of the LANDLORD to remedy same within a reasonable period of time following receipt of written notice from the TENANT of such default.

ARTICLE XIX
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

LANDLORD:
Hilda M. Fernandez
Executive Director
Dade County Homeless Trust
111 N.W. First Street, Suite 2710
Miami, Florida 33128

TENANT:
Maureen Robinson
Executive Director
Metatherapy Institute, Inc.
27200 Old Dixie Highway
Naranja, Florida 33032

shall constitute sufficient notice to the TENANT and the LANDLORD pursuant to this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XX
INSURANCE

Prior to occupancy, the TENANT shall furnish to the Dade County Homeless Trust, 111 Northwest First Street, Suite 2710, Miami, Florida 33128, certificate(s) of insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

The TENANT shall maintain required liability insurance coverage as noted below at all times during this contract period:

Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage, as evidenced by a certificate of insurance.

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with this contract in an amount not less than $300,000 combined single limit for bodily injury and property damage.

Workmen's Compensation Insurance for all employees of the TENANT as required by Fl. Statute 440. The insurance coverage required shall include those classifications, listed in standard liability insurance manuals, which most nearly reflect the operations of the TENANT.

Contractual Liability Insurance covering all liability.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of **Best's Insurance Guide**, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

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

The TENANT shall name the County as an additional insured and provide Builder's Risk Insurance in the amount of the construction contract and maintain liability insurance during the contract period.

No modification or waiver or any of the aforementioned insurance requirements shall be made without thirty (30) days written advance notice to the County, and is subject to the approval of the County's Risk Management Division.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations as to the TENANT under this Lease Agreement.

If at any time any of the policies shall not conform with the terms of this lease, the TENANT shall promptly obtain a new and satisfactory policy or policies in replacement.

The TENANT, shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease, the TENANT shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XXI
PERMITS, REGULATIONS, AND LICENSING
COMPLIANCE WITH LAWS

The TENANT covenants and agrees that during the term of this Lease the TENANT will obtain, at its sole cost and expense, all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, ordinances, and resolutions, including all applicable zoning regulations. The DEMISED PREMISES are subject to various permits and approvals by the LANDLORD (Dade County) during construction undertaken on the DEMISED PREMISES, including but not limited to approvals by Miami-Dade Water and Sewer Department and Dade County Department of Planning, Development, and Regulation. The Board of County Commissioners and/or properly authorized officials of Dade County retain the right, in exercise of their discretion, to disapprove permits and approvals in connection with the facilities and such disapproval shall not constitute a breach of this lease or any obligation of the LANDLORD. The TENANT shall have in place continuously and throughout the term of this lease, all required licensing by the State of Florida Department of Health and Rehabilitative Services for the specific use as set forth in this Agreement. Failure of the TENANT to secure all necessary zoning approvals and necessary permits and approvals and to maintain at all times required licensing shall entitle the LANDLORD to automatic cancellation of this lease, without the need for prior notice.

ARTICLE XXII
FEDERAL, STATE AND COUNTY LAWS, REGULATIONS AND REQUIREMENTS

The TENANT shall comply with applicable provisions of applicable Federal, State and County laws, regulations and rules, including but not limited to OMB A-122, OMB A-110, OMB A-21, and OMB A-133 and with the Energy Policy and Conservations Act (Pub. L 94-163) which requires mandatory standards and policies relating to energy efficiency and all pertinent rules, requirements and regulations that the County is subject to by virtue such. If any provision of this contract conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this contract, as modified, shall continue and all other provisions of this contract shall remain in full force and effect.

The TENANT must agree that, for the period of the lease or any renewal thereof, all services to be provided on the leased premises shall be for the benefit of those individuals who meet the definition of homeless contained in Section 12a.1 of the Department of Health and Human Services (DHHS) Regulation, 45 C.F.R. Part 12a.

The TENANT shall comply with all applicable standards, orders, or regulations issues pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 h), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); and Executive Order 11738.

Permits and Zoning Issues - The TENANT shall be responsible for guaranteeing that all uses of the Property, including but not limited to any improvements made to said Property, must be in compliance with all written State and Dade County rules, regulations, and zoning requirements.

Any permits or zoning changes which may be required shall be the responsibility of the TENANT. Applications for any permits or zoning changes must be approved in writing by the Dade County Homeless Trust, prior to submission to Dade County.

ARTICLE XXIII
INSPECTION BY THE LANDLORD

The LANDLORD may make periodic inspections of all the leased premises and equipment to determine if such are being maintained in a neat and orderly condition. The TENANT shall be required to make any improvements in cleaning or maintenance methods required by the LANDLORD. Such periodic inspections may also be made to determine whether the TENANT is operating in compliance with the terms and provisions of this Lease.

ARTICLE XXIV
REPORTS AND DOCUMENTS

The TENANT shall provide all such reports and documents to the LANDLORD as set forth in the Services Agreement between the parties contemporaneous with this Lease.

Certificates of Insurance - To be received by the County within the first month of this contract period and prior to payments and as they are renewed throughout this contract period.

Client Rules and Regulations - The TENANT shall submit a copy of the Client Rules and Regulations that apply to clients residing at the TENANT's facilities pursuant to this Agreement, due within thirty (30) days following execution of this Agreement.

Construction/Renovation Schedule (Capital Projects) - The TENANT shall provide a schedule detailing the anticipated time-line for the completion of the capital project(s) within ten (10) days of execution of this Lease Agreement and shall update such schedule on a quarterly basis until all expected construction is completed. If there is any renovation in the future, a similar schedule must be provided within the same time frame.

XXV
BONDS

The TENANT, at its own cost and expense, shall obtain and deliver or cause to be obtained and delivered by its general contractor to the LANDLORD, not less than ten (10) days prior to the anticipated commencement of construction, a completion and payment bond with a surety meeting the qualifications set forth in Article XIX Insurance (pertaining to company's rating), in favor of the LANDLORD and the TENANT, said bond to be acceptable to the General Services Administration's Risk Management Division of Dade County. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers and materialmen.

ARTICLE XXVI
MECHANICS, MATERIALMEN'S, AND OTHER LIENS

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

ARTICLE XXVII
NON-DISCRIMINATION

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

Assurance of Compliance with Section 504 of the Rehabilitation Act -
The TENANT shall report its compliance with Section 504 of the **Rehabilitation Act** whenever requested by the County.

Civil Rights - The TENANT agrees to abide by Chapter 11A, Article IV, Sections 27 and 28 of the Code of Metropolitan Dade County ("County Code"), as amended, applicable to non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

Where applicable the TENANT agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will be no discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Agreement, in regard to persons, served, or in regard to employees or applicants for employment or housing; it is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Agreement.

The TENANT also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides, in part, that there shall be no discrimination against persons in any area

of employment because of age. The TENANT agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. The TENANT agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

ARTICLE XXIII
WRITTEN AGREEMENT

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

(CORPORATE SEAL)

METATHERAPY INSTITUTE, INC.
A FLORIDA NOT-FOR-PROFIT

ORGANIZATION

ATTEST:

_____
Secretary

By:_____
_____, President
TENANT

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:_____
Armando Vidal, P. E.
County Manager
LANDLORD

J:\CJS\LEASE1A.SAM

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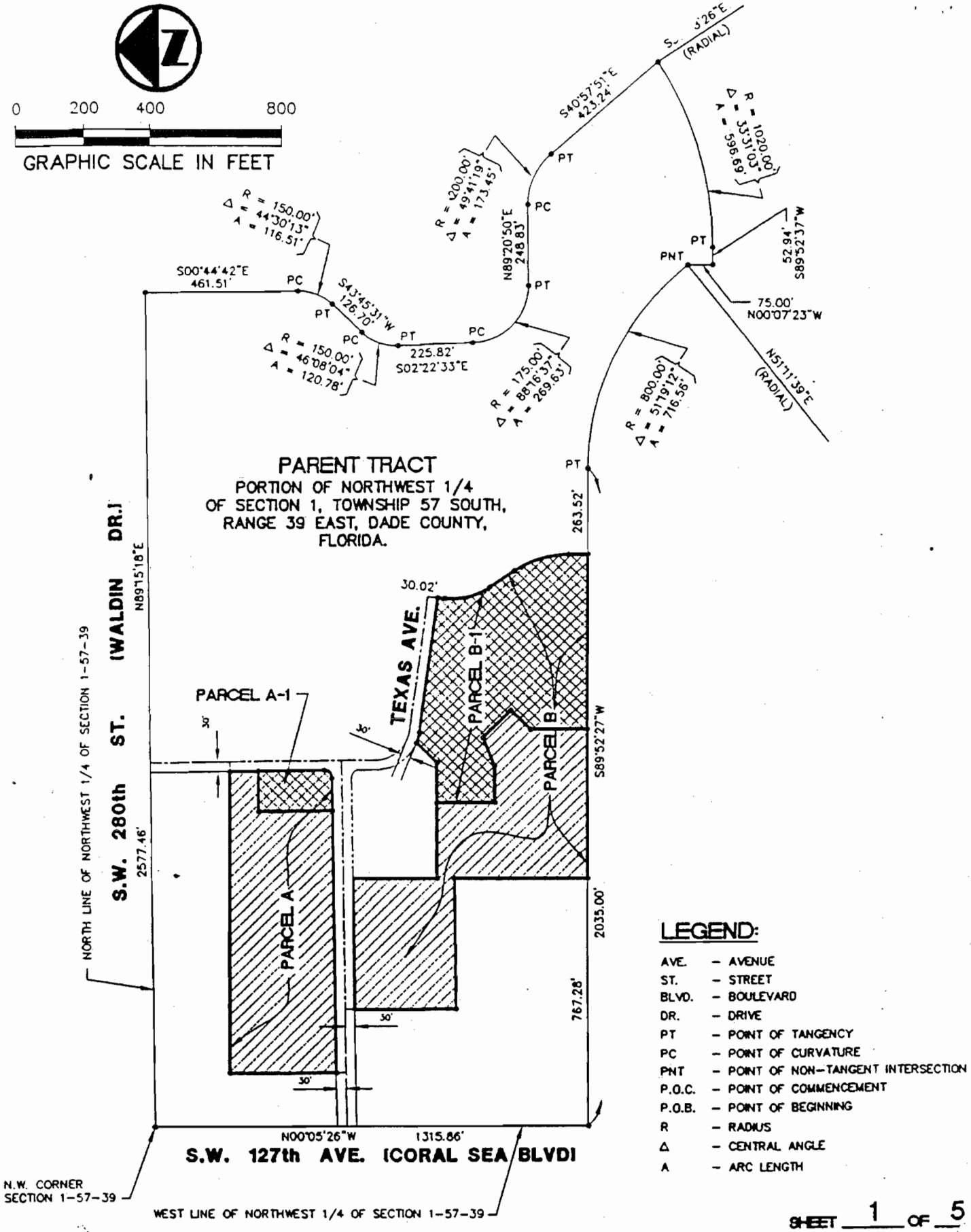

LEGEND:

AVE.	– AVENUE
ST.	– STREET
BLVD.	– BOULEVARD
DR.	– DRIVE
PT	– POINT OF TANGENCY
PC	– POINT OF CURVATURE
PNT	– POINT OF NON-TANGENT INTERSECTION
P.O.C.	– POINT OF COMMENCEMENT
P.O.B.	– POINT OF BEGINNING
R	– RADIUS
Δ	– CENTRAL ANGLE
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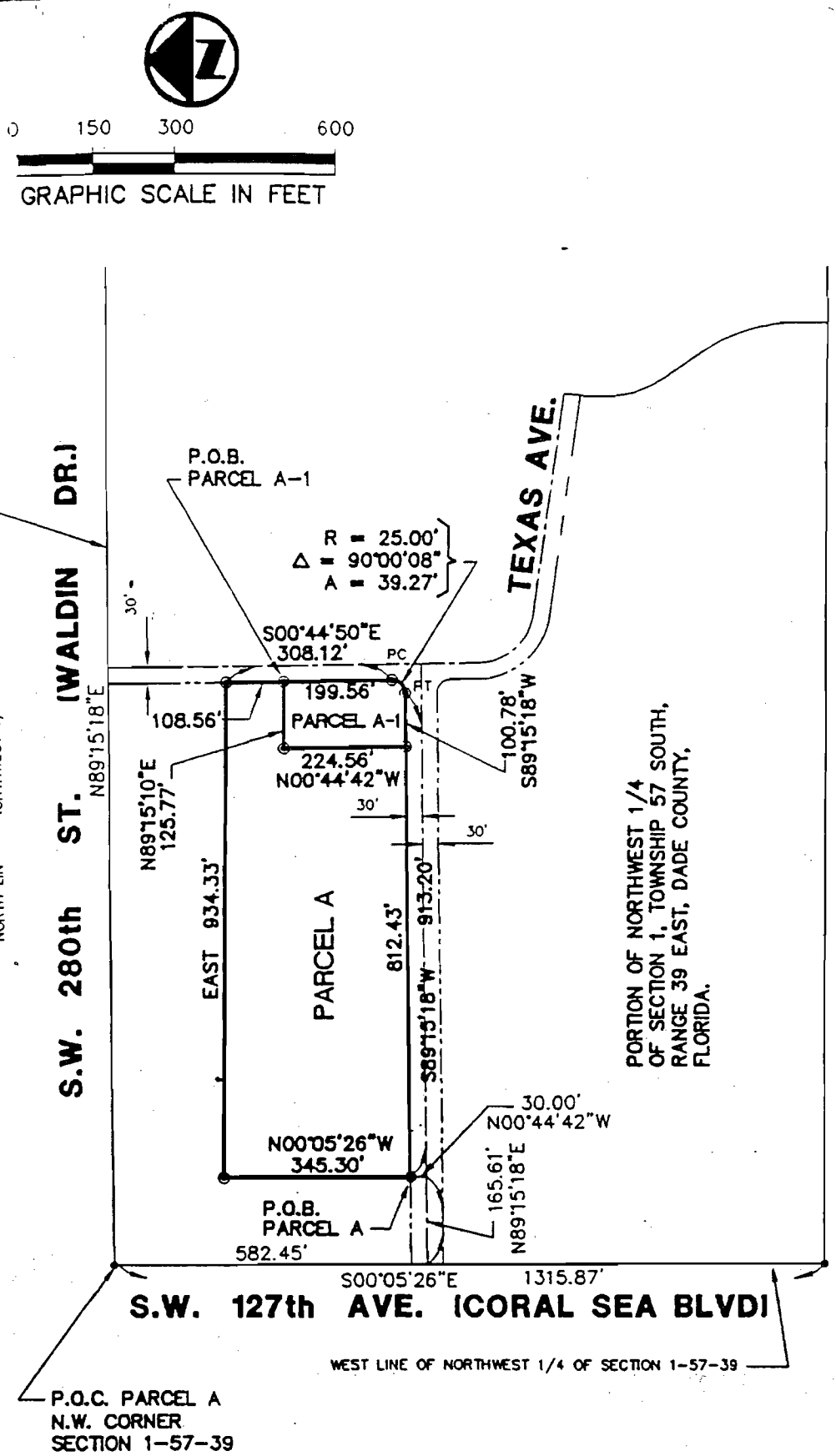
SHEET 1 OF 5

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-..
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS
JOB NO.: 01-077.00



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SHEET 2 OF 5

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JOB NO.: 01-077.00

LEGAL DESCRIPTION
PARCEL A

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

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

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

LEGAL DESCRIPTION
PARCEL A-1

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

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

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

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS
JOB NO.: 01-077.00

SURVEYOR'S NOTES:

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

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

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

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

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

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

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

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CHECKED: D.W. DEANS
JOB NO.: 01-077.00

SURVEYOR'S CERTIFICATE:

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

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: C. M. del Valle

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

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

SHEET 5 OF 5

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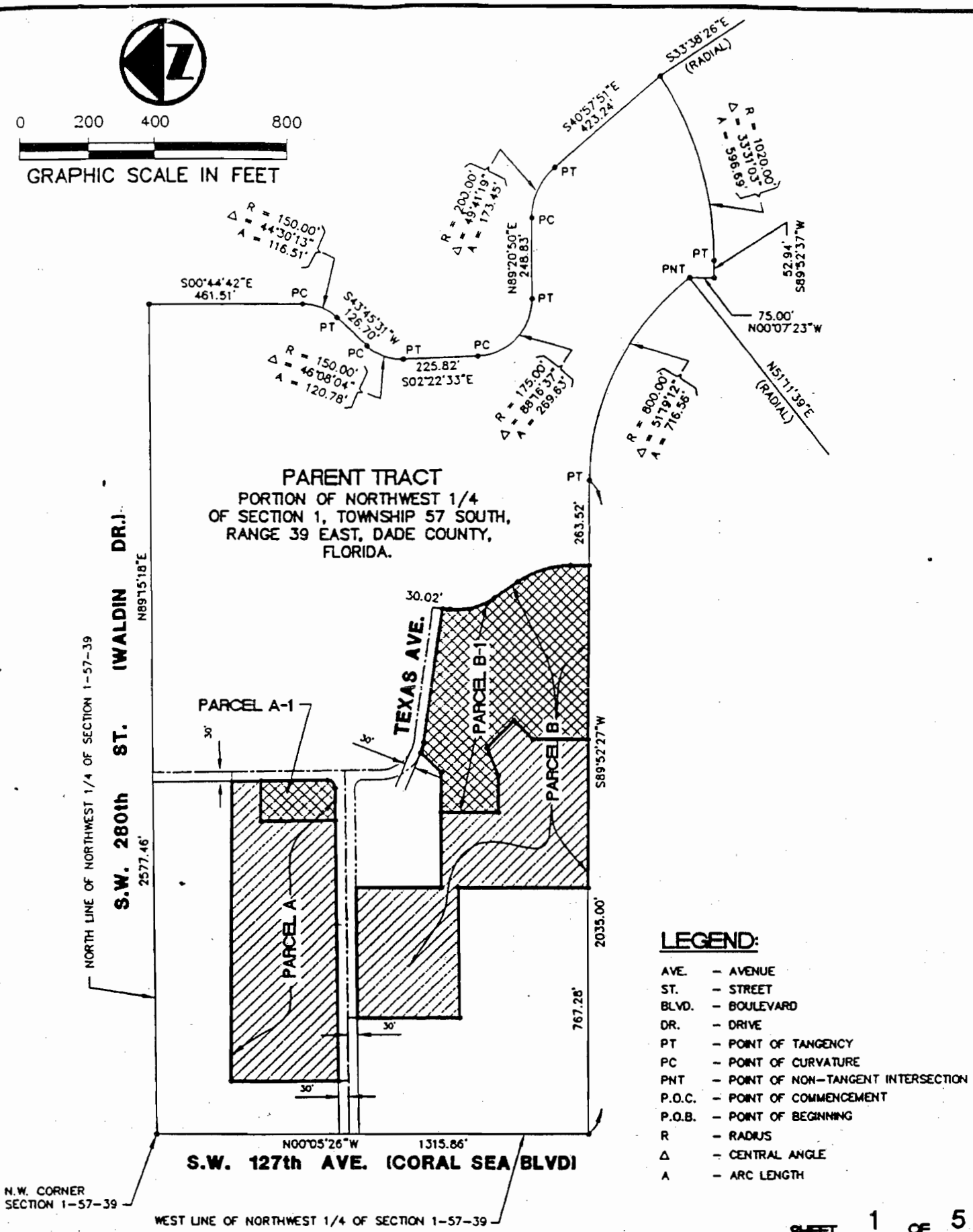

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SHEET 1 OF 5

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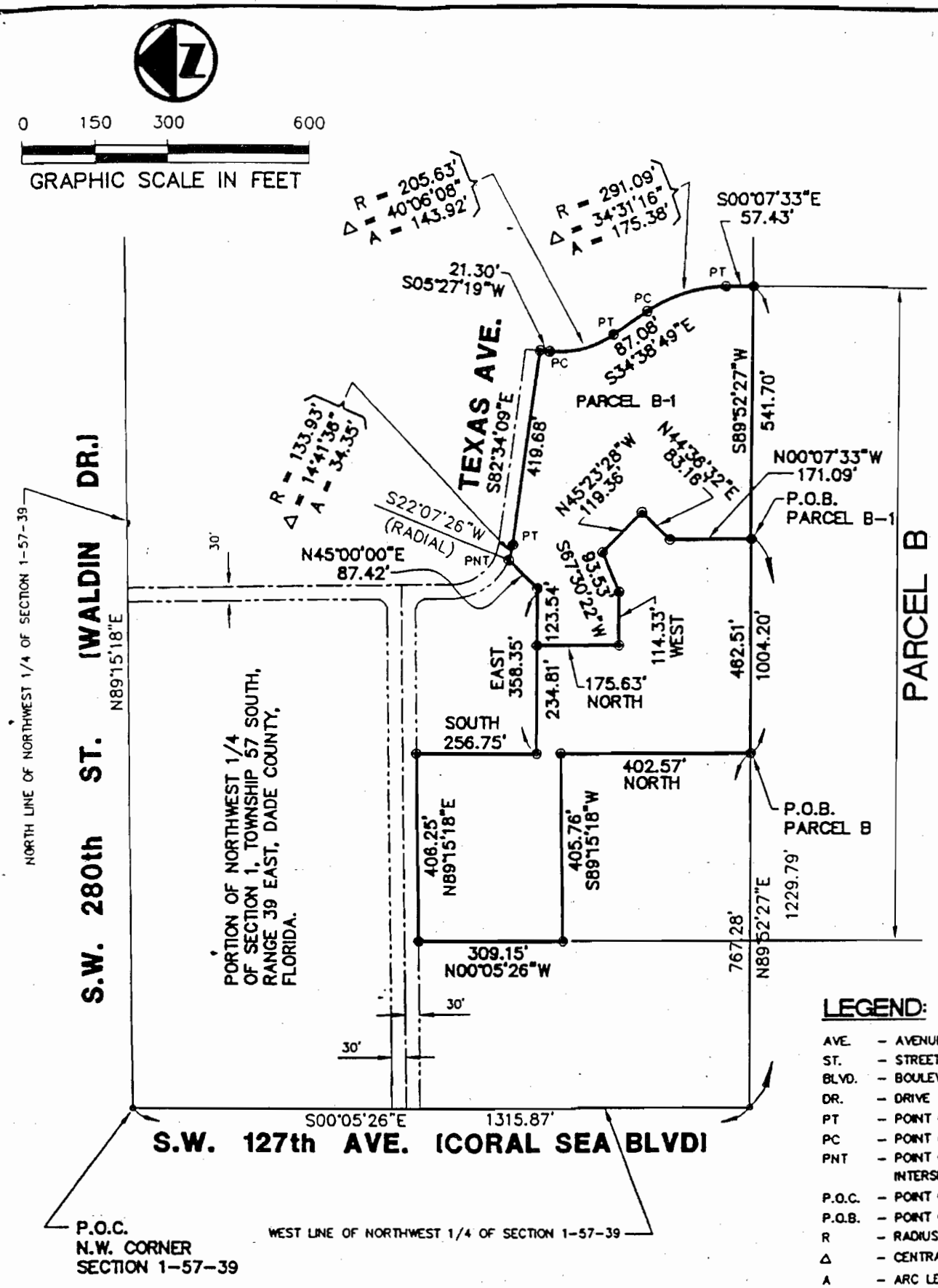

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-9
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS
JOB NO.: 01-077.00

LEGAL DESCRIPTION
PARCEL B

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

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

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

LEGAL DESCRIPTION
PARCEL B-1

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

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

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS
JOB NO.: 01-077.00

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

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

SURVEYOR'S NOTES:

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

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

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

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METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 12-16-9
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS
JOB NO.: 01-077.00

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

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

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

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

SURVEYOR'S CERTIFICATE:

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

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: C. M. del Valle

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

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

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DATE: 12-16-96
DESIGNED: E. POUSADA
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Metatherapy Institute: Homestead Air Reserve Base
Transitional Housing for the Homeless

I. Scope of Service

Metatherapy Institute, Inc., a 501(c)(3) private, not-for-profit Florida corporation, enters into this Lease and a contemporaneous Services Agreement with Metropolitan Dade County for the provision of homeless housing and supportive services in the area south of Kendall Drive. Planned construction shall be situated at the Homestead Air Reserve Base (HARB) on land transferred to the Dade County Homeless Trust and Metatherapy through the Stewart B. McKinney Act. Metatherapy's units shall serve as the transitional housing component of a comprehensive campus including the homeless assistance center, a 300 bed temporary campus facility, a one stop service center housing a broad array of services, child care as well as sports and recreational fields. During the lease and service agreement term, it is anticipated that Metatherapy shall provide for a minimum of 50 family units and 100 units for individuals. Initially, Metatherapy shall provide transitional housing opportunities and supportive services to 40 homeless family households and 15 units for individuals. Future units shall be dependent upon Metatherapy's ability to secure additional capital and operating funds. The County retains the right to approve all phases of housing.

II. Services Provided

Metatherapy Institute, initially, shall serve 55 stabilized households (40 family and 15 single) prepared to participate in transitional housing – the second level in Dade County's continuum. Most participants will be staying between 7 to 60 days in emergency shelters operated by skilled providers in the local continuum of care prior to staying at the transitional

housing. This transitional housing shall be ideally suited for those families and individuals who have reached a semi-independent level of stability but still must be supervised and assisted in areas of vocational counseling, educational job training, child care and health and mental health care. This transitional housing shall be available to clients for up to a 24 month period of time at which time it is expected that these individuals shall be able to mainstream back into the community and become fully independent and self sufficient. During the transitional housing period of time, the clients shall continue to be nurtured and supported in assisting them to regain their self esteem, pride and independence.

a) Supportive Services

The following services shall include but may not be limited to:

1. **Case Management, Information and Referral**

   Upon entry into transitional housing, Metatherapy's case managers conduct an extensive assessment of each participant. Basic assessment tools include a Psychosocial Assessment, a Mental Status Checklist and an ASI Inventory. On the basis of these tools coupled with an assessment of unmet service needs and education/job skills, transitional housing residents and case managers develop an individualized contract or Care Plan based on the participant's current capabilities and personal goals. Progress is monitored on a weekly basis through meetings with case managers and quarterly multi-disciplinary care team meetings that may include case manager, clinician, vocational instructor, teacher or others important to achievement of personal goals. Case managers provide assessment, linkage or brokerage of internal and external services and advocacy on behalf of clients to assure access to needed services.

2 Linkage to Entitlements and Rights

Through established partnerships with government agencies, transitional housing residents will be given ready access to various entitlement and assistance programs at the one-stop center on the HARB campus. These include the Florida Department of Health and Rehabilitative Services and the Social Security Administration. Legal Services of Greater Miami and the Florida Immigration Advocacy Center are supportive services partners in the proposed project providing further advocacy on behalf of clients with complex entitlement, immigration or other legal issues.

3. Child Care

Metatherapy recognizes the availability of child care services to be a critical element in returning adults to the workforce and achieving family self-sufficiency. Case managers link eligible infants and children to local child care providers including the South Dade Skill Center, Redland Christian Migrant Association, YWCA and Dade County Public School's Project Re-Start. The Dade County Homeless Trust continuum of care also plans to create on-site child care at the Homestead Air Reserve Base campus to serve the Community Partnership for the Homeless' Housing Assistance Center and Metatherapy Institute's transitional housing.

4. **Educational and Job Training**

Metatherapy and Jewish Vocational Services (JVS) will partner to provide employment assistance, job development and placement to residents of the proposed transitional apartments through JVS' Project HOPE (Homeless Outreach Program for Employment). Participants receive educational and vocational assessments, employability skills training and out placement to job training

programs or direct employment. Most innovative is the recently initiated Day Labor Program in which JVS operates 40 day labor positions in which homeless individuals are offered opportunities to rotate through 30 day cycles of supervised training and work experience. This serves as an important assessment tool, a practical job skills training experience and as a transitional employment step back to regular, full-time work. Transitional housing residents are also able to participate in self-directed job searches, a Job Club and other group activities. The Metatherapy - JVS partnership is a critical program component since currently there are no vocational services committed to homeless individuals in South Dade.

5. **Health and Mental Health Care**

   For those residents on Medicaid, medical care is provided through local networks of hospital, clinics and physicians. Through the Dade County Homeless Trust's continuum of care, medical care for residents without resources are available through Camillus Health Concern. Metatherapy Institute provides individual and group counseling through its licensed, degreed staff as well as in-patient and out-patient substance abuse treatment. Narcotics and Alcoholics Anonymous' 12-step programs are also available on-site. Mental health services are augmented by AuroraCare who provides traditional mental health services and group counseling for homeless children and youth.

6. **Transportation**

   Transportation is provided to health and social service appointments and employment interviews by Metatherapy staff as needed by families in transitional housing units.

III. Performance Measures

Metatherapy utilizes several evaluation mechanisms by which to monitor program operations and success: quantifiable performance measures and outside peer review. Importantly, each are employed as periodic, self-correcting tools to enable new or modified approaches prior to less helpful year-end reviews. Housing and supportive service performance measures include, but are not limited to, the following:

Housing Goal: -- 65% of transitional housing residents obtain permanent housing within 12 months and 80% of those placed successfully sustain placement for not less than 90 days;

Service Goal:
- -- 90% of participants are placed in employment or vocational training in the initial 30 days of transitional living;
- -- 75% of participants placed in job training or employment successfully complete initial 90 days of instruction or work;
- -- 50% of participants entering work force are placed in unsubsidized employment in excess of $6.00 per hour;
- -- 90% of school-age children begin school attendance within initial 10 days of residency and maintain regular school attendance;
- -- 85% of households requiring child care obtain placements within initial 45 days of residence; and
- -- 85% of eligible residents obtain safety net entitlements within the initial 90 days of residency.

Metatherapy shall also measure its performance by soliciting inter-agency peer reviews from other homeless and related service professionals on a semi-annual basis. This approach provides

constructive insight and feedback as well as disseminating knowledge between professionals

IV. Planned Schedule

See Attached.

Metatherapy Institute: Homestead Air Reserve Base

Transitional Housing for Families and Individuals

Time-Line

1997				1998			
st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Pre-Development Activities			↑ Cons Comm ↓	truction mencement	40 Family Units 31 Beds for Individuals		
Development Consultant Retained A/E Retained Grant Writing Fund Raising: - Super NOFA - Federal Bank Board - Community National Bank	Programming Site Plan Development Grant Writing Fund Raising: - CDBG	Design Documents Construction Documents Lease Negotiations Grant Writing	Bidding Grant Writing Fund Raising: - FL Housing Finance Permitting	Grant Writing Fund Raising - CDBG Select Contractors Commence Construction	Fund Raising: - Federal Bank Board - Staff Recruitment & Training Construction	FF&E & Long Lead Item Purchasing Construction	Construction Certificate of Occupancy

Metatherapy Institute: Homestead Air Reserve Base

Transitional Housing for Families and Individuals

Time-Line

1998			1999		
2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr
↑ Construction Commencement ↓		Additional 10 Family Units & 85 Units for Individuals *			
Grant Writing Fund Raising: - FL Housing Finance	Bidding Select Contractors	Furniture Fixtures & Equipment * Lead Item Purchasing Staff Recruit-ment and Training Construction	Construction	Construction	Construction Certificate of Occupancy

* These additional units are predicated upon Metatherapy's ability to successfully secure necessary funds for these units.

~~36~~ 43

SERVICES AGREEMENT BETWEEN METROPOLITAN DADE COUNTY AND METATHERAPY INSTITUTE, INC.

This Services Agreement is entered into between Metropolitan Dade County, hereinafter referred to as the "County" and Metatherapy Institute, Inc., a homeless provider, hereinafter referred to as the "Provider."

WHEREAS, the Home Rule Charter authorizes Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Manager; and

WHEREAS, the Provider provides or will develop services of value to the County, and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of obtaining such services from the Provider and the Provider is desirous of providing such services; and

WHEREAS, the County has entered into a lease with the Provider for the use of property to provide the proposed services;

NOW, Therefore, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. Definitions

County	The Dade County Homeless Trust, an agency and instrumentality of Metropolitan Dade County.
Provider	Metatherapy Institute, Inc., a local organization that is organized to provide housing and social services for homeless individuals and families in Dade County.
Agreement Records	Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received, or compiled by or at the direction of the Provider or any subcontractor directly or indirectly related to the duties and obligations required by terms of this contract, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

Lease	A Lease Agreement executed by the County and Provider contemporaneously herewith for property located at the former Homestead Air Force Base.
Property	The property that is the subject of the Lease including all real property, buildings, and improvements.
Agreement	This Services Agreement between Metropolitan Dade County and Metatherapy Institute, Inc.

II. The Provider Agrees:

A. The Provider shall carry out the activities specified in Attachment A, "Scope of Services" and "Time-line," in Dade County. All construction to be performed pursuant to this contract shall be completed on or before _____.

The Provider agrees to provide 50 transitional housing units (primary care) for families and 100 units for individuals that will be located on property at the former Homestead Air Force Base, as per the schedule in Attachment A.

B. Insurance

1. The Provider shall maintain required liability insurance coverage as noted below at all times during this contract period:

Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage, as evidenced by a certificate of insurance.

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with this contract in an amount not less than $300,000 combined single limit for bodily injury and property damage.

Workman's Compensation Insurance for all employees of the Provider as required by Fl. Statute 440. The insurance coverage required shall include those classifications, listed in standard liability insurance manuals, which most nearly reflect the operations of the Provider.

Contractual Liability Insurance covering all liability.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of **Best's Insurance Guide**, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Agreement.

The Provider shall name the County as an additional insured and provide Builder's Risk Insurance in the amount of the construction contract, and maintain liability insurance during the contract period.

2. No modification or waiver of any of the aforementioned insurance requirements shall be made without thirty (30) days written advance notice to the County, and is subject to the approval of the County's Risk Management Division.

3. The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations as to the Provider under this Agreement.

4. If at any time any of the policies shall not conform with the terms of this lease, the Provider shall promptly obtain a new and satisfactory policy or policies in replacement.

5. The Provider shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease, the Provider shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) days in advance of such expiration.

C. Indemnification - The Provider shall indemnify and hold harmless the County and its past, present, and future employees and agents from and against any and all claims, liabilities, losses, and causes of action which may arise out of the actions or negligence, in whole or in part, of the Provider, its officers, agents, employees, or assignees in the direct or indirect fulfillment of this Agreement. The contractor shall pay all claims and losses of any nature in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon. It is expressly understood and intended that the Provider is an independent contractor and is not an agent of the County.

D. Documents - The Provider shall submit to the County the documents described below or any other document in whatever form, manner, or frequency as may be requested by the County. These will be used for monitoring the Provider's progress, performance, and compliance with this services agreement for compliance with applicable County and federal requirements.

1. Certificates of Insurance - To be received by the County within the first month of this contract period and prior to payments made by the County and as they are renewed throughout this contract period.
2. Progress Reports - The Provider shall submit quarterly status reports using the forms attached hereto as Attachments B and C, "Agency Narrative" and "Progress Report," as they may be revised by the County, which shall describe the progress made by the Provider in achieving each of the objectives and completing the activities identified in Attachment A. The reports shall explain the Provider's progress including comparisons of actual versus planned progress for the period. The Provider shall also submit a quarterly Client Attendance Roster (Attachment D).

3. Annual Report - The Provider shall submit a cumulative annual status report (hereinafter referred to as "Annual Report") using the "Primary Care Agency Narrative" and "Progress Report" specified in Article II, Paragraph D(2) above, which shall describe the progress by the Provider in achieving each of the objectives and completing the activities identified in Attachment A during the previous year. The Provider shall also submit annual capital and operational budgets to the County. These reports will be due by _____ of each year this Agreement is in effect, beginning _____, 1998. Any significant deviations from the yearly budgets during the year must be reported to the County within fifteen days.
4. Client Rules and Regulations - The Provider shall submit a copy of the Client Rules and Regulations that apply to clients residing at the Provider's facilities pursuant to this Agreement, due within thirty (30) days following execution of this Agreement.
5. Minority Business Report - The Provider shall report on all subcontract activities as applicable as indicated in and using the form attached hereto as Attachment E, "Minority Business Enterprise Report" which shall be received semiannually by the County no later than April 15 and October 15.
6. Audit Report - The Provider shall submit to the County audit reports as required by Article II, Paragraph G of this contract as set forth below.
7. Personnel Policies and Administrative Procedure Manuals - The Provider shall submit detailed documents describing the Provider's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures, etc. Such information shall be submitted to the County within 30 days of the execution of this contract.
8. Affirmative Action Plan - The Provider shall report to the County information relative to the equality of employment opportunities whenever so requested by the County.
9. Assurance of Compliance with Section 504 of the Act - The Provider shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the County.
10. Emergency/Disaster Plan - The Provider shall submit to the County a detailed Emergency Plan, using the format in Attachment F, which describes the processes and procedures established by the Provider to ensure, in the event of an emergency, the safety and well-being of the

clients referred to their program through this Agreement. An emergency, for purposes of this Agreement, includes but is not limited to, natural disasters (i.e. hurricanes, floods), cold weather emergencies, fire, etc.

11. Construction/Renovation Schedule (Capital Projects) - A renovation schedule detailing the anticipated timeline for the completion of the capital project(s) must be submitted within ten (10) days of execution of this Services Agreement and provided on a quarterly basis until all expected construction is completed.

E. Civil Rights - The Provider agrees to abide by Chapter 11A, Article IV, Sections 27 and 28 of the Code of Metropolitan Dade County ("County Code"), as amended, applicable to non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity;

Where applicable the Provider agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will no be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment or housing; It is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Agreement.

The Provider also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides in part that there shall be no discrimination against persons in any area of employment because of age. The Provider agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. The Provider agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

F. Federal, State and County Laws and Regulations - The Provider shall comply with applicable provisions of applicable Federal, State and County laws, regulations and rules such as OMB A-122, OMB A-110, OMB A-21, and OMB A-133 and with the Energy Policy and Conservation Act (Public Law 94-163) which requires mandatory standards and policies relating to energy efficiency and all pertinent rules, requirements and regulations that the County

is subject to by virtue of the transfer of, or any agreements, contracts or deeds relating to the Property. The Provider recognizes that the Property was transferred by the Federal Government to the County and agrees to comply with and not cause a violation of any of the terms of the Deed or any other agreement between the Federal Government and the County relating to the Property. If any provision of this contract conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this contract, as modified, shall continue and all other provisions of this contract shall remain in full force and effect.

The Provider must agree that, for the period of the lease or any renewal thereof, all services to be provided on the leased premises shall be for the benefit of those individuals who meet the definition of homeless contained in Section 12a.1 of the Department of Health and Human Services (DHHS) Regulation, 45 C. F. R. Part 12a. The Provider shall comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 h), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 C.F.R. Part 15); and Executive Order 11738.

G. Audits and Records

1. The Provider shall maintain all Agreement Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds relating to the Property that is the subject of this Agreement and the Lease, which shall include but not be limited to a cash receipt journal, cash disbursement journal, general ledger, and all such subsidiary ledgers as may be reasonably necessary.
2. The Provider shall maintain all Agreement Records that document all actions undertaken to comply with the "Scope of Services" and activities, Attachment A , to this Agreement.
3. The Provider shall ensure that the Agreement Records shall at all times be subject to and available for full access and review, inspection, or audit by County and federal personnel and any other persons so authorized by the County.

4. The Contractor shall provide two (2) copies of an annual certified public accountant's opinion and related financial statements on the organization to the County no later than ninety (90) calendar days following the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later.
5. The Provider shall include in all the County-approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by the County, each of the record-keeping and audit requirements detailed in this contract. The County shall, in its sole and absolute discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.

H. Retention of Records

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

I. Access to Records

1. The Provider shall provide to the County, upon request by the County, all Agreement Records. The requested Records shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Provider at any time upon request by the County. The County shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These unlimited rights include the rights of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for public purposes.
2. If the Provider received funds from or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, other similar reports, the Provider shall provide to the County a copy of each report and any follow-up communications and reports immediately upon such issuance unless such a disclosure is a violation of those agencies rules.

J. Monitoring - The Provider shall permit the County and any other persons authorized by the County to monitor, according to applicable regulations, all Agreement Records, facilities, goods, and activities of the Provider which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Provider. The County shall monitor both fiscal and programmatic compliance with all terms and conditions of this Agreement. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider, and the Provider shall rectify all deficiencies cited within the period of time specified in the report.

K. Restriction of Funds Use

The Provider shall notify the County of any funding received for any activity described in this Agreement. Such notification shall be in writing and received by the County within thirty (30) days of the Provider's notification by the funding source.

L. Conflict of Interest

1. Procurement: The Provider shall comply with the standards contained within OMB A-110.
2. All Other Cases: The Provider shall comply with the standards contained within 24 CFR Part 570.611(2).
3. The Provider shall comply with Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference as if fully set forth herein,
   in connection with its contract obligations hereunder.
4. The Provider shall disclose to the County in writing any possible or actual conflicts of interest or apparent improprieties of the kind addressed herein. The Provider shall make each disclosure in writing to the County immediately upon the Provider's discovery of such possible conflict. The County will then render an opinion which shall be binding on all parties.

M. Related Parties - The Provider shall report to the County the name, purpose, and any other relevant information in connection with any transaction conducted between the Provider and a related party transaction. A related party includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, and organization with overlapping boards of directors or any organization for which the Provider is responsible for appointing members. The Provider shall report this information to the County upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the County-required Agency Narrative and Progress Report, attached hereto as Attachments B and C.

N. Publicity and Advertisements

1. The Provider shall ensure that all publicity and advertisements prepared and released by the Provider, such as pamphlets and news releases already or indirectly related to activities funded pursuant to this Agreement, and all events carried out to publicize the accomplishments of any activity funded pursuant to this Agreement, recognize the County as the Provider of the Property and as the funding source.
2. The Provider shall ensure that all media representatives, when inquiring about the activities funded pursuant to this Agreement, are informed that the County is the owner of the Property and the funding source.

O. Procurement - The Provider shall make a positive effort to procure supplies, equipment, construction or services necessary or related to carrying out the terms of this Agreement from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be performed pursuant to this Agreement.

P. Management Evaluation and Performance Review - The County may conduct a formal management evaluation and performance review of the Provider following the expiration of this Agreement. The management evaluation shall reflect the Provider's compliance with generally accepted fiscal and organizational standards and practices. The performance review shall reflect the quality of service provided and the value received using monitoring data such as progress reports, site visits and client surveys.

Q. Subcontracts

1. The Provider shall ensure that all subcontracts and assignments:
   a. Identify the full, correct and legal name of the party;
   b. Describe the activities to be performed;
   c. Present a complete and accurate breakdown of its price component;
   d. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement with any conditions of approval that the County deems necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service as set forth in this Agreement. The County shall in its sole and absolute discretion determine when services are eligible substantive programmatic services subject to the audit and record-keeping requirements described above, and;
   e. Incorporate the language of Attachment G, "Certification Regarding Lobbying."
2. The Provider shall incorporate in all consultant subcontracts this additional provision:
   The Provider is not responsible for any insurance or other fringe benefits for the consultant or its employees, e.g. social security, income tax withholdings, retirement or leave benefits. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.

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2. All Other Cases: The Provider shall comply with the standards contained within 24 CFR Part 570.611(2).
3. The Provider shall comply with Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference as if fully set forth herein,
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M. Related Parties - The Provider shall report to the County the name, purpose, and any other relevant information in connection with any transaction conducted between the Provider and a related party transaction. A related party includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, and organization with overlapping boards of directors or any organization for which the Provider is responsible for appointing members. The Provider shall report this information to the County upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the County-required Agency Narrative and Progress Report, attached hereto as Attachments B and C.

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   e. Incorporate the language of Attachment G, "Certification Regarding Lobbying."
2. The Provider shall incorporate in all consultant subcontracts this additional provision:
   The Provider is not responsible for any insurance or other fringe benefits for the consultant or its employees, e.g. social security, income tax withholdings, retirement or leave benefits. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.

3. The Provider shall be responsible for monitoring the contractual performance of all subcontracts.
4. The Provider shall receive written approval prior to entering into any subcontract which contemplates performance of substantive programmatic activities, as such is determined as provided herein. The County's approval shall be obtained prior to the release of any funds to the subcontractor.
5. The Provider shall receive written approval from the County prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.
6. Approval by the County of any subcontract or assignment shall not under any circumstances be deemed to provide for the incurrence of any obligation by the County or as a release of the Provider's liability hereunder.

R. Reversion of Assets - Upon expiration, termination, or cancellation of this Lease, title to all property and assets on the Property shall be vested in the County without any compensation for the Provider. The Provider may not convey, deliver or transfer, or dispose of any interest in any or part of the Property or improvements, thereon.

The Provider agrees that there is no commitment, obligation, or guarantee, either expressed or implied, by the County to provide funding for the operation of the proposed housing and services.

S. Referral - The Provider agrees to provide transitional housing (primary care) to homeless individuals referred by the Dade County Homeless Trust to the Provider. The Provider agrees to provide a total of 50 units for families and 100 units for individuals as per the phases in Attachment A under this Agreement.

T. Participation in Managed Information System - The Provider agrees to participate in the Managed Information System (MIS) selected and established by the County. Participation will include, but is not limited to, daily updates of bed availability information, updates of client files, and entering data for statistical purposes. The Provider understands that they are responsible for any on-going costs to access the MIS system.

U. Maintenance
1. The Provider shall be responsible for all maintenance required to keep the land, buildings, and all other improvements to the leased property, either existing or future, in a state of good repair and safe and clean

condition, at all times and at the Provider's sole cost and expense.

2. The County shall have no obligation, financial, regulatory or otherwise, for any and all activities necessary to construct, maintain, or repair improvements, or to operate within the Property during the term of this Services Agreement.

V. Permits and Zoning Issues

1. The Provider shall be responsible for guaranteeing that all uses of the Property, including but not limited to any improvements made to said Property, must be in compliance with all written State and Dade County rules, regulations, and zoning requirements.

2. Any permits or zoning changes which may be required shall be the responsibility of the Provider. Applications for any permits or zoning changes must be approved in writing by the Dade County Homeless Trust, prior to submission.

W. Improvements

1. Any new buildings or structures proposed for the leased Property require the prior written approval of the Dade County Homeless Trust. The Provider may make alterations, additions, and/or improvements in or to the aforementioned new building or structures with prior written consent of the Dade County Homeless Trust. All such alterations, additions, or improvements shall be at the Provider's sole cost and expense, and shall be in compliance with all applicable County and State rules, regulations, and zoning requirements.

2. All plans for the erection of any buildings shall be first submitted to the County for approval by the County before any work is started. The Provider agrees further that the Provider shall not commence construction of any phase of improvements as set forth in Attachment A upon any of the Property until it has on hand sufficient funds or methods of financing to pay the full cost of such phase of the improvements.

3. The Provider shall include in all agreements regarding the Property the following wordage: "All persons, firms, or corporations dealing with the Provider in respect to the furnishing of any labor, services, or material for the improvement of the leased property are hereby placed on

notice that no liens of any nature or character shall be imposed upon or enforced against said lands, buildings, or improvements, but that credit and liability of the Provider only shall be relied upon for payment of the cost of such improvements."

4. The County shall have no liability or obligation to the Provider's contractors, subcontractors, and material men performing work on or supplying materials for construction of the improvements. The Provider warrants that no mortgages, liens, or other encumbrances whatsoever will be placed against the Property.

5. All additions, fixtures, or improvements shall be and remain a part of the Property at the expiration of this Services Agreement.

6. Upon expiration or cancellation of this Agreement, title to the property and all improvements to the land shall be vested in the County without any compensation due to the Provider.

X. Destruction of Property

1. In the event that any improvements to the leased property should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that such improvements are rendered unfit for the Provider's purposes, the Provider shall restore the improvements to good condition as soon as practical, thereafter. In the alternate, the County may cancel this Agreement and the Provider is responsible for providing insurance proceeds and any additional funding received as a result of such destruction and damage to cover the value of the Property.

Y. Inspection by the County

1. The County may make periodic inspections of the leased premises and equipment to determine if such are being maintained in a neat and orderly condition.

2. The Provider shall be required to make any improvements in cleaning or maintenance methods required by the County. The periodic inspections also may be made to determine whether the Provider is operating in compliance with the terms and provisions of this Agreement.

Z. Bonds

1. The Provider shall obtain and deliver to the County, not less than ten (10) days prior to the anticipated commencement of construction, a completion and payment bond with a surety meeting the qualifications set forth in Article II B. 1., Insurance (that pertains to the company's rating), in favor of the County, said bond to be acceptable to the Risk Management Division of the General Services Administration Department of Dade County.
2. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers, and material men.

III. The County Agrees to allow the Provider to utilize the Property in accordance with the Lease and subject to the limitations of the Lease and this Agreement. The County is not providing any funding to the Provider pursuant to this Agreement to provide the housing or services set forth in this Agreement.

IV. The Provider and the County Agree:

A. Effective Date

1. This Agreement shall commence on _____.
2. This Agreement shall expire on _____.
3. The Lease and the terms therein are incorporated by reference herein. This Agreement is subject to all of the rights of the Federal government under the terms of the deed to the County relating to the Property.

B. Suspension - The County may, for reasonable cause, temporarily suspend the Provider's operations and authority to utilize the Property or provide the services set forth in this Agreement or withhold payments that may subsequently be obligated to the Provider. Reasonable cause shall be determined by the County in its sole and absolute discretion and may include:

a. Ineffective or improper use of the Property or funds by the Provider;

b. Failure by the Provider to materially comply with any terms, conditions, representations or warranties contained herein;

c. Failure by the Provider to submit any documents required by this Agreement; or

d. The Provider's submission of incorrect or incomplete documents.

C. Termination

1. Termination at Will - This Agreement, in whole or in part, may be terminated by the County upon no less that thirty (30) working days notice when the County determines that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Convenience - The County may terminate this Agreement immediately, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results. Both parties shall agree upon termination conditions.

3. Termination Because of Lack of Funds or Property Use - In the event funds to finance this Agreement become unavailable to the Provider or the Federal government terminates the County's right to the use of the Property, the County may terminate this Agreement immediately. The County shall be the final authority to determine whether or not funds are available.

4. Termination for Breach - The County may terminate this Agreement, in whole, or in part, when the County determines that the Provider is not making sufficient progress in its performance of this Agreement or is not materially complying with any term or provision provided herein or the Lease, after having given the Provider written notice of the claimed breach unless the same shall have been corrected within such period . Unless the Provider's breach is waived by the County in writing, or unless the Provider shall have failed after receiving written notice of the claimed breach by the County to take steps to cure the breach to the County's satisfaction, the County may terminate this Agreement. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement. The provisions contained herein do not limit the County's right to legal or equitable remedies or any other provision for termination under this contract. The County may also terminate this Agreement

immediately if there is a default by the Provider under the Lease allowing for termination of the Lease.

D. Renegotiations or Modification - Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this contract if the County determined, in its sole and absolute discretion, that federal, state,and/or County revisions of any applicable law or regulation, or increases or decreases in budget allocation make changes in this Agreement necessary. The County shall be the final authority in determining whether or not funds for this Agreement are available due to federal, state and/or County revisions of any applicable laws or regulations, or increases in budget allocations.

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

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

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

H. Notice and Contact - The County's representative for this Agreement is Hilda Fernandez, Executive Director of the Dade County Homeless Trust. The Provider's representative for this Agreement is Maureen Robinson, Executive Director of metatherapy Institute, Inc. The Provider's principal office is at 27200 Old Dixie Highway, Naranja, Florida 33032. In the event that different representatives are designated by either party after this Agreement is executed, or the Provider changes its address, notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to the original of this Agreement.

I. All Terms and Conditions Included - This Agreement and its attachments as referenced (Attachments A-G) and other agreements or contracts as referenced) contain all the terms and conditions agreed upon by the parties.

J. Autonomy - Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties.

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

L. The Provider agrees that the County has a right to refer clients to the Provider to utilize and avail themselves of the housing and services provided pursuant to this Agreement. The clients referred to the Provider by the Trust shall receive services provided pursuant to this contrct prior to other potential clients of the Provider. The Provider must possess all appropriate licensures to carry out the intent of the services or housing funded.

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

IN WITNESS WHEREOF, the parties have caused this _____( ) page Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME:_____
Secretary

PROVIDER :_____
METATHERAPY INSTITUTE, INC. a Florida Not-For-Profit Organization

_____
Signature

BY NAME: _____
Print

NAME:_____
Print

_____
President

_____
Signature

_____
Signature

ATTEST:

METROPOLITAN DADE COUNTY, a Political subdivision of the State of Florida
HARVEY RUVIN, CLERK

BY:_____
DEPUTY CLERK

BY:_____
M.R. Stierheim
County Manager

Approved as to form and legal sufficiency:_____

J:\CJS\SERVAGR1 SAM

Metatherapy Institute: Homestead Air Reserve Base
Transitional Housing for the Homeless

I. Scope of Service

Metatherapy Institute, Inc., a 501(c)(3) private, not-for-profit Florida corporation, enters into this Lease and a contemporaneous Services Agreement with Metropolitan Dade County for the provision of homeless housing and supportive services in the area south of Kendall Drive. Planned construction shall be situated at the Homestead Air Reserve Base (HARB) on land transferred to the Dade County Homeless Trust and Metatherapy through the Stewart B. McKinney Act. Metatherapy's units shall serve as the transitional housing component of a comprehensive campus including the homeless assistance center, a 300 bed temporary campus facility, a one stop service center housing a broad array of services, child care as well as sports and recreational fields. During the lease and service agreement term, it is anticipated that Metatherapy shall provide for a minimum of 50 family units and 100 units for individuals. Initially, Metatherapy shall provide transitional housing opportunities and supportive services to 40 homeless family households and 15 units for individuals. Future units shall be dependent upon Metatherapy's ability to secure additional capital and operating funds. The County retains the right to approve all phases of housing.

II. Services Provided

Metatherapy Institute, initially, shall serve 55 stabilized households (40 family and 15 single) prepared to participate in transitional housing – the second level in Dade County's continuum. Most participants will be staying between 7 to 60 days in emergency shelters operated by skilled providers in the local continuum of care prior to staying at the transitional

housing. This transitional housing shall be ideally suited for those families and individuals who have reached a semi-independent level of stability but still must be supervised and assisted in areas of vocational counseling, educational job training, child care and health and mental health care. This transitional housing shall be available to clients for up to a 24 month period of time at which time it is expected that these individuals shall be able to mainstream back into the community and become fully independent and self sufficient. During the transitional housing period of time, the clients shall continue to be nurtured and supported in assisting them to regain their self esteem, pride and independence.

a) Supportive Services

The following services shall include but may not be limited to:

1. **Case Management, Information and Referral**

   Upon entry into transitional housing, Metatherapy's case managers conduct an extensive assessment of each participant. Basic assessment tools include a Psychosocial Assessment, a Mental Status Checklist and an ASI Inventory. On the basis of these tools coupled with an assessment of unmet service needs and education/job skills, transitional housing residents and case managers develop an individualized contract or Care Plan based on the participant's current capabilities and personal goals. Progress is monitored on a weekly basis through meetings with case managers and quarterly multi-disciplinary care team meetings that may include case manager, clinician, vocational instructor, teacher or others important to achievement of personal goals. Case managers provide assessment, linkage or brokerage of internal and external services and advocacy on behalf of clients to assure access to needed services.

2 Linkage to Entitlements and Rights

Through established partnerships with government agencies, transitional housing residents will be given ready access to various entitlement and assistance programs at the one-stop center on the HARB campus. These include the Florida Department of Health and Rehabilitative Services and the Social Security Administration. Legal Services of Greater Miami and the Florida Immigration Advocacy Center are supportive services partners in the proposed project providing further advocacy on behalf of clients with complex entitlement, immigration or other legal issues.

3. Child Care

Metatherapy recognizes the availability of child care services to be a critical element in returning adults to the workforce and achieving family self-sufficiency. Case managers link eligible infants and children to local child care providers including the South Dade Skill Center, Redland Christian Migrant Association, YWCA and Dade County Public School's Project Re-Start. The Dade County Homeless Trust continuum of care also plans to create on-site child care at the Homestead Air Reserve Base campus to serve the Community Partnership for the Homeless' Housing Assistance Center and Metatherapy Institute's transitional housing.

4. **Educational and Job Training**

Metatherapy and Jewish Vocational Services (JVS) will partner to provide employment assistance, job development and placement to residents of the proposed transitional apartments through JVS' Project HOPE (Homeless Outreach Program for Employment). Participants receive educational and vocational assessments, employability skills training and out placement to job training

programs or direct employment. Most innovative is the recently initiated Day Labor Program in which JVS operates 40 day labor positions in which homeless individuals are offered opportunities to rotate through 30 day cycles of supervised training and work experience. This serves as an important assessment tool, a practical job skills training experience and as a transitional employment step back to regular, full-time work. Transitional housing residents are also able to participate in self-directed job searches, a Job Club and other group activities. The Metatherapy - JVS partnership is a critical program component since currently there are no vocational services committed to homeless individuals in South Dade.

5. **Health and Mental Health Care**

   For those residents on Medicaid, medical care is provided through local networks of hospital, clinics and physicians. Through the Dade County Homeless Trust's continuum of care, medical care for residents without resources are available through Camillus Health Concern. Metatherapy Institute provides individual and group counseling through its licensed, degreed staff as well as in-patient and out-patient substance abuse treatment. Narcotics and Alcoholics Anonymous' 12-step programs are also available on-site. Mental health services are augmented by AuroraCare who provides traditional mental health services and group counseling for homeless children and youth.

6. **Transportation**

   Transportation is provided to health and social service appointments and employment interviews by Metatherapy staff as needed by families in transitional housing units.

III. Performance Measures

Metatherapy utilizes several evaluation mechanisms by which to monitor program operations and success: quantifiable performance measures and outside peer review. Importantly, each are employed as periodic, self-correcting tools to enable new or modified approaches prior to less helpful year-end reviews. Housing and supportive service performance measures include, but are not limited to, the following:

Housing Goal: -- 65% of transitional housing residents obtain permanent housing within 12 months and 80% of those placed successfully sustain placement for not less than 90 days;

Service Goal: -- 90% of participants are placed in employment or vocational training in the initial 30 days of transitional living;

-- 75% of participants placed in job training or employment successfully complete initial 90 days of instruction or work;

-- 50% of participants entering work force are placed in unsubsidized employment in excess of $6.00 per hour;

-- 90% of school-age children begin school attendance within initial 10 days of residency and maintain regular school attendance;

-- 85% of households requiring child care obtain placements within initial 45 days of residence; and

-- 85% of eligible residents obtain safety net entitlements within the initial 90 days of residency.

Metatherapy shall also measure its performance by soliciting inter-agency peer reviews from other homeless and related service professionals on a semi-annual basis. This approach provides

constructive insight and feedback as well as disseminating knowledge between professionals

IV. Planned Schedule

See Attached.

Metatherapy Institute: Homestead Air Reserve Base

Transitional Housing for Families and Individuals

Time-Line

1997				1998			
1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Pre-Development Activities			Construction Commencement	40 Family Units 31 Beds for Individuals			
evelopment Consultant Retained /E Retained rant Writing und Raising: Super NOFA VA deral Bank Board Community National Bank	Programming Site Plan Development Grant Writing Fund Raising: - CDBG	Design Documents Construction Documents Lease Negotiations Grant Writing	Bidding Grant Writing Fund Raising: - FL Housing Finance Permitting	Grant Writing Fund Raising - CDBG Select Contractors Commence Construction	Fund Raising. - Federal Bank Board - Staff Recruitment & Training Construction	FF&E & Long Lead Item Purchasing Construction	Construction Certificate of Occupancy

Metatherapy Institute: Homestead Air Reserve Base

Transitional Housing for Families and Individuals

Time-Line

1998			1999		
2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr
↑ Construction Commencement ↓		Additional 10 Family Units & 85 Units for Individuals *			
Grant Writing Fund Raising: - FL Housing Finance	Bidding Select Contractors	Furniture Fixtures & Equipment * Lead Item Purchasing Staff Recruitment and Training Construction	Construction	Construction	Construction Certificate of Occupancy

* These additional units are predicated upon Metatherapy's ability to successfully secure necessary funds for these units.

DADE COUNTY HOMELESS TRUST
PRIMARY CARE AGENCY NARRATIVE

PRIMARY CARE AGENCY SUBMITTING REPORT: _____
DATE REPORT SUBMITTED: _____
REPORT COMPILED BY: _____
PERIOD OF SERVICE: _____

CLIENT INFORMATION

NUMBER OF CLIENTS SERVED THIS PERIOD: _____
NUMBER OF NEW REFERRALS: _____
NUMBER OF CLIENTS REFERRED OUT OF PROGRAM: _____
WHERE REFERRED: ADVANCED CARE BED: _____
EMERGENCY BED: _____
PRIMARY HEALTH CARE PROVIDER: _____
NUMBER OF CLIENTS TERMINATED: _____
REASON: VIOLENT BEHAVIOR: _____
POSITIVE URINE TEST: _____
WALK-OUT: _____
FAMILY REUNIFICATION: _____
OTHER: _____
NUMBER OF CLIENTS OBTAINING EMPLOYMENT: _____
TYPE OF EMPLOYMENT OBTAINED: _____

PROGRAM INFORMATION

ARE CLIENTS APPROPRIATE FOR YOUR PROGRAM?: YES _____ NO: _____
IF NO, PLEASE EXPLAIN, INCLUDING CLIENT NAME: _____
_____
_____
PROBLEMS OR CONCERNS: _____
_____

AGENCY INFORMATION

NUMBER OF STAFF THIS MONTH: FILLED _____ VACANT _____
PROBLEMS OR CONCERNS: _____
_____

EXECUTIVE DIRECTOR SIGNATURE: _____
DATE: _____

DADE COUNTY HOMELESS TRUST
PRIMARY CARE PROGRESS REPORT

PRIMARY CARE AGENCY SUBMITTING REPORT: _____
DATE REPORT SUBMITTED: _____
MONTH OF SERVICE: _____
CLIENT NAME: _____
D.O.B.: _____/_____/_____ SSN#: _____-_____-_____
DATE OF ENTRY: _____ CLIENT #: _____
DATE OF DISCHARGE/TERMINATION/REFERRAL: _____
REASON: _____
NUMBER OF DAYS HOUSED BY PROVIDER THIS MONTH: _____
CASE MANAGER/COUNSELOR: _____

PROGRESS ON PARTICIPATION AND MOTIVATION

	SATISFACTORY	UNSATISFACTORY
OVERALL ATTITUDE:	_____	_____
GROUP PARTICIPATION:	_____	_____
BEHAVIOR:	_____	_____

SERVICES PROVIDED TO CLIENT

	YES	NO	N/A	FREQUENCY
INDIVIDUAL SESSIONS:	_____	_____	_____	_____
GROUP THERAPY:	_____	_____	_____	_____
VOCATIONAL CLASSES:	_____	_____	_____	_____
AIDS EDUCATION:	_____	_____	_____	_____
FAMILY COUNSELING:	_____	_____	_____	_____
MEDICAL TREATMENT:	_____	_____	_____	_____
PSYCHOLOGICAL/ PSYCHIATRIC:	_____	_____	_____	_____
ACUPUNCTURE:	_____	_____	_____	_____
IND. SKILLS TRAINING	_____	_____	_____	_____
SUBSTANCE ABUSE COUNSELING/12 STEP	_____	_____	_____	_____

URINE ANALYSIS REPORT

NUMBER OF URINES FOR THE MONTH: _____
DATE(S) OF URINE TESTING: _____
RESULTS OF TESTING: _____

SIGNIFICANT INFORMATION ON CLIENT

ENTITLEMENTS:	YES	NO	DATE RECV'D	AMOUNT
DRIVER'S LICENSE/ID:	_____	_____	_____	_____
SSI:	_____	_____	_____	_____
FOOD STAMPS:	_____	_____	_____	_____
VETERANS BENEFITS:	_____	_____	_____	_____
MEDICAID:	_____	_____	_____	_____
AFDC:	_____	_____	_____	_____
OTHER: _____	_____	_____	_____	_____

EMPLOYMENT STATUS: HIRE DATE: _____ WEEKLY PAY: $_____
EMPLOYER NAME: _____ JOB DESCRIPTION: _____

EDUCATIONAL STATUS: EDUCATIONAL INSTITUTION: _____
ENROLLMENT DATE: _____ COURSE OF STUDY: _____
CASE MANAGER/COUNSELOR SIGNATURE: _____
DATE: _____

DADE COUNTY HOMELESS TRUST
PRIMARY CARE CLIENT ATTENDANCE ROSTER
MONTH OF: _____

PRIMARY CARE AGENCY: _____
CLIENT NAME: _____ CLIENT
SSN: _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
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21. _____
22. _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____

_____
SIGNATURE, EXECUTIVE DIRECTOR

_____
DATE

***A CLIENT ASSISTANCE ROSTER SIGNED BY THE CLIENT ON A DAILY BASIS MUST ACCOMPANY BILLING TO ASSURE PROPER PAYMENT. THE ABSENCE OF A COMPLETED CLIENT ATTENDANCE ROSTER WILL CAUSE DELAY OF PAYMENT.

MINORITY BUSINESS ENTERPRISE REPORT

GENERAL INSTRUCTIONS:

Agency/Sub-recipient - Enter the legal name of your agency.

Agency/Sub-recipient Address - Enter the mailing address of your agency.

Name of Contact Person - Enter the name and title of your agency's official representative for this contract.

Phone Number - The agency's phone number.

Reporting Period - Check the box that indicates the dates of the period being covered.

Eligible Activity - Enter the title of CDBG eligible activity being reported (Use one form for each activity. Forms may be duplicated as required)

Activity - Provide the specific name the project(s) (i.e., Blossom Hill Homes or Cherry Rd Streetscape, etc.) being reported on.

Specific Instructions:

Amount of contract/subcontract or Purchases - Enter the total amount expended for goods, services, supplies and/or construction costs for each vendor, contract and subcontract. In cases where commodities or equipment purchases comprise the majority of the expenditures for the period, combine all expenses for the period covered and list the appropriate vendors (If costs are non-project or non-activity specific they can be included on any form).

Type of Trade - Enter the numeric codes (1, 2 or 3) which best indicates the contractor's / subcontractor's / vendor's service. If subcontractor ID number is provided, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category (code 3) includes supply, professional services and all other activities except construction and education/training activities.

For Dade County HUD and Special Housing Programs Only:

Type of Trade - Enter the numeric code (1 thru 0) which best indicates the contractor's / subcontractor's / vendor's service. If the subcontractor ID number is provided, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

Racial Ethnicity Code - Enter the numeric code (1 thru 5) which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code which seems most appropriate. If the subcontractor/vendor ID number is provided, the code would apply to the subcontractor/vendor and not the prime contractor.

Contractor Identification (ID) Number - Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of CDBG funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract and vendor.

Subcontractor / Vendor Identification (ID) Number - Enter the Employer (IRS) Number of the Subcontractor/Vendor as the unique identifier for each subcontract or purchase awarded or made from CDBG funds. When Subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

Contractor / Subcontractor / Vendor Name, Address and Phone Number - Enter this information for each firm receiving contract/subcontract/purchase order activity only one time on each report for each firm.

Total - Enter the total amount of dollars expended on goods, services, supplies and/or construction for all contracts, subcontracts and purchases for the period.

African Americans Specific Instructions:

Number of Contractors / Subcontractors / Vendors - Enter the number of African American firms that your agency transacted business with and compensated them for goods, services, supplies and/or construction costs rendered (African American owned businesses are those businesses that are 51% owned or controlled by African Americans).

Total Dollars Awarded - Enter the total dollars expended with African American firms for the report period covered.

Percentage of Total Activity - Enter the percentage of total dollars received by African American firms from funds expended by your agency this report period (to find this percentage divide the total dollars awarded to African American firms by the total dollars expended for goods, services, supplies and/or construction costs for the period. Please round percentage off to the nearest one hundredth of a point.

OCD Funded Agency/Sub-recipient:	Name and Title of Contact Person:		REPORTING PERIOD (Check One)
Agency/Sub-recipient Adress:			Oct. 1 ☐ Mar. 31 ☐
	Phone Number:	Date Submitted to OCD	Apr. 1 ☐ Sept. 30. ☐
ELIGIBLE ACTIVITY:	ACTIVITY:		

Contract/Sub-contract/Vendor Activity

Amount of Contract Sub-contract or Purchases	Type of Trade (see below)	Racial/ Ethnicity (See below)	Prime Contractor Identification (ID) Number	Subcontractor/ Vendor Identification (ID) Number	Name/Contractor/Subcontractor/ Vendor	Street	City	Zip Code	State	Phone
TOTAL:										

Type of Trade Code:
CPD
1 - New Construction
2 - Education/Training
3 - Other

Racial/Ethnic Codes:
- White American
- Black American
- Native American
- Hispanic American
- Asian Pacific American
- Other

For Dade County HUD and Special Housing Programs ONLY:

Housing/Public Housing:

1-New Construction	6-Professional
2-Substantial Rehab	7-Tenant Service
3-Repairs	8-Education/Training
4-Service	9-Arch/Eng./Appraisal/Prev. Eds. Obsolet
5-Project Mgmt.	0-Other

AFRICAN AMERICANS

Number of Contractors/Subcontractors/Vendors

Total dollars awarded

Percentage of total activity

77

EMERGENCY/DISASTER PLAN

CONCEPT OF OPERATIONS

This section of the plan defines the policies, procedures, responsibilities and actions that the facility will take before, during and after any emergency situation. At a minimum, the facility plan needs to address: direction and control; notification; and, evacuation and sheltering.

A. Direction and Control

Define the management function for emergency operations. Direction and control provides a basis for decision making and identify who has the authority to make decisions for the facility.

_____ 1. Identify by name and title, who is in charge during an emergency, and one alternate, should that person be unable to serve in that capacity.

_____ 2. Identify the chain of command to ensure continuous leadership and authority in key positions.

_____ 3. State the procedures to ensure timely activation and staffing of the facility in emergency functions. Are there provisions for emergency workers' families?

_____ 4. State the operational and support roles for all facility staff. (This will be accomplished through the development of Standard Operating Procedures which must be attached to this plan.)

_____ 5. State the procedures to ensure the following needs are supplied.

_____ a. Food, water and sleeping arrangements.

_____ b. Emergency power, natural gas or diesel. If natural gas, identify alternate means should loss of power occur which would effect the natural gas system. What is the capacity of emergency fuel system.

_____ c. Transportation (may be covered in the evacuation section).

d. 72 hour supply of all essential supplies.

_____ 6. Provisions for 24 hour staffing on a continuous basis until the emergency has abated.

B. Notification

Procedures must be in place for the facility to receive timely information on impending threats and the alerting of facility decision makers, staff and residents of potential emergency conditions.

_____ 1. Define how the facility will receive warnings, to include off hours and weekends/holidays.

_____ 2. Identify the facility 24 hour contact number, if different than number listed in introduction.

_____ 3. Define how key staff will be alerted.

_____ 4. Define the procedures and policy for reporting to work for key workers.

_____ 5. Define how residents/patients will be alerted and the precautionary measures that will be taken.

_____ 6. Identify alternative means of notification should the primary system fail.

_____ 7. Identify procedures for notifying those facilities to which facility residents will be evacuated to.

_____ 8. Identify procedures for notifying families of residents that facility is being evacuated.

C. Evacuation

Describe the policies, roles responsibilities and procedures for the evacuation of residents from the facility.

_____ 1. Identify the individual responsible for implementing facility evacuation procedures.

_____ 2. Identify transportation arrangements made through mutual aid agreements or understandings that will be used to evacuate residents. (Copies of the agreements must be attached as annexes.)

_____ 3. Describe transportation arrangements for logistical support to include moving records, medications, food, water, and other necessities.

_____ 4. Identify the pre-determined locations where residents will be evacuated to.

_____ 5. Provide a copy of the mutual aid agreement that has been entered into with a facility to receive residents/patients.

_____ 6. Identify evacuation routes that will be used and secondary routes should the primary route be impassable.

_____ 7. Specify the amount of time it will take to successfully evacuate all patients/residents to the receiving facility. Keep in mind that in hurricane evacuations, all movement should be completed before the arrival of tropical storm winds (40 mph winds).

_____ 8. What are the procedures to ensure facility staff will accompany evacuating residents/patients.

_____ 9. Identify procedures that will be used to keep track of residents once they have been evacuated to include a log system.

_____ 10. Determine what and how much should each resident take. Provide for a minimum of 72 hour stay, with provisions to extend this period of time if the disaster is of catastrophic magnitude.

_____ 11. Establish procedures for responding to family inquiries about residents who have been evacuated.

_____ 12. Establish procedures for ensuring all residents are accounted for and are out of the facility.

_____ 13. Determine at what point to begin the pre-positioning of necessary medical supplies and provisions.

_____ 14. Specify at what point the mutual aid agreements for transportation and the notification of alternate facilities will begin.

D. Re-entry

Once a facility has been evacuated, procedures need to be in place for allowing residents or patients to reenter the facility.

_____ 1. Identify who is the responsible person(s) for authorizing reentry to occur.

_____ 2. Identify procedures for inspecting the facility to ensure it is structurally sound.

_____ 3. Identify how residents will be transported from the host facility back to their home facility and identify how you will receive accurate and timely data on re-entry operations.

E. Sheltering

If the facility is to be used as a shelter for an evacuating facility, the plan must describe the sheltering/hosting procedures that will be used once the evacuating facility residents arrive.

_____ 1. Describe the receiving procedures for arriving residents/patients from evacuating facility.

_____ 2. Identify where additional residents will be housed. Provide a floor plan which identifies the space allocated for additional residents or patients.

_____ 3. Identify provision of additional food, water, medical needs of those residents/patients being hosted at receiving facility for a minimum of 72 hours.

_____ 4. Describe the procedures for ensuring 24 hour operations.

_____ 5. Describe procedures for providing sheltering for family members of critical workers.

_____ 6. Identify when the facility will seek a waiver from _____ to allow for the sheltering of evacuees if this creates a situation which exceeds the operating capacity of the host facility.

_____ 7. Describe procedures for tracking additional residents or patients sheltered within the facility.

INFORMATION, TRAINING AND EXERCISE

This section shall identify the procedures for increasing employee and patient/residents awareness of possible emergency situations and provide training on their emergency roles before, during and after a disaster.

A. Identify how key workers will be instructed in their emergency roles during non-emergency times.

_____

B. Identify a training schedule for all employees and identify the provider of the training.

_____

C. Identify the provisions for training new employees regarding their disaster related role(s).

_____

D. Identify a schedule for exercising all or portions of the disaster plan on an annual basis.

_____

E. Establish procedures for correcting deficiencies noted during training exercises.

_____

ANNEXES

The following information is required, yet placement in an annex is optional, if the material is included in the body of the plan.

A. Roster of Employees and Companies with key disaster related roles.

1. List the names, addresses, telephone numbers of all staff with disaster related roles.

_____

2. List the name of the company, contact person, telephone number and address of emergency service providers such as transportation, emergency power, fuel, food, water, police, fire, Red Cross, etc.

_____

B. Agreements and Understandings

1. Provide copies of any mutual aid agreement entered into pursuant to the fulfillment of this plan. This is to include reciprocal host facility agreements, transportation agreements, current vendor agreements or any other agreement needed to ensure the operational integrity of this plan.

_____

C. Evacuation Route Map

1. A map of the evacuation routes and description of how to get to a receiving facility for drivers.

_____

D. Support Material

1. Any additional material needed to support the information provided in the plan.

_____

2. Copy of the facility's fire safety plan that is approved by the local fire department.

_____

ORAL PRESENTATION

All proposers are advised that, in accordance with Section 2-11.1(s) of the Code of Metropolitan Dad County, the enclosed Lobbyists Registration for Oral Presentation Affidavit, MUST be completed notarized and included with your proposal submission. "Lobbyist" specifically includes the principal, a well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fa within the normal scope of employment of such agent, officer or employee.

Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff, MUST register with the Clerk of the Board and pay all applicable fees.

NOTE: Other than for the oral presentation, proposers who wish to address the County Commission, County Board or Committee concerning any actions, decision for recommendation of County personnel regarding this request for proposal must register with the Clerk of the Board (Form BCCFORM2.DOC) and pay all applicable fees.

AFFIDAVIT OF DADE COUNTY
LOBBYIST REGISTRATION

(1) Lobbyist Name

_____
LAST. FIRST. MI

Business Phone (____) _____

Mailing Address: _____

Suite _____ City _____ State _____ Zip _____

(2) Principal Represented: _____

(IF DIFFERENT FROM ABOVE:)

Other Principals or Interests (Detail)

_____

_____

_____

(3) Subject Matter (Describe in Detail)

_____

_____

_____

Lobbyist specifically includes principal as well as any agent, officer or employee of a principal. Each person who withdraws a lobbyist is required to file a "Certificate of Withdrawal".

(4) Registration Fee Paid? Yes _____ No _____ (Cash _____ or Check _____).

Note: Lobbyist identified under Sec. 2.11.1(d) of the Code, as amended shall state the extent of any business or professional relationship with any member(s) of the "County Commission"; Lobbyist must pay all registration fees' and specifically define the issue for which they are employed. (The Clerk shall reject any statement which does not detail the issue on which the lobbyist has been employed). Lobbyist who register to appear any matter that receives no action, will re-advise the of the Board of their presence the date on which the same matter is readdressed.

"I do solemnly swear that all of the foregoing facts are true and correct and I have read or am familiar with provisions concerning S.2-11.1 of the Dade County Code as amended, including biennial, withdrawal, and reporting requirements."

Signature of Lobbyist: _____

SWORN to and subscribed before me by the Affiant _____ _____ who is personally known or produced the following identification: _____ on this _____ day of _____ 19__

(SEAL)

_____
NOTARY PUBLIC or DEPUTY CLERK

(If by Notarization:
State of _____ at large
My Commission Expires: _____ Notary Certificate No.: _____)

The subject matter of this report to be considered further at a meeting of the County Commission___ Zoning Board___ ZAB___ BCC Subcommittee___ by County staff___ others(identify) _____, on _____, 19__

Data Entry Date _____, 19___ Entered By _____

BCCFORM2.DOC

Supplement to
Agenda Item No. 7(K)(1)(A)

Attachment C

OFF. REC. 17287 PG 4962

Contract No. 04-FL-2167

96R327558 1996 JUL 25 13:

QUITCLAIM DEED

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.

3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.

4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.

5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986

6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and

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

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

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

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

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

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

a. Obtaining the consent of the Grantor, or its successor in function, therefor; and

b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

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

Witness my hand and official seal.

(SEAL)

Eula M. Samuel
Notary Public

My Commission expires March 10, 1999

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ACCEPTANCE

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

By [signature]

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Dade) SS

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

Witness my hand and official seal.

(SEAL)

OFFICIAL NOTARY SEAL
GENORIA DAVIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC234798
MY COMMISSION EXP. [illegible] 27 1996

[signature]
Notary Public

My commission expires 11/27/96

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OFF. REC. 17287 PG49

NOTICE OF HAZARDOUS SUBSTANCES

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

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

Hazardous Waste Accumulation in Parcel 6

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

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Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used*
31 MEDICAL GROUP/UROLOGY (2)			
LPH Germicidal Detergent	Not Listed	Not Recorded	0.5 kg
Formalin	Not Listed	Not Recorded	0.5 kg
Sporicidin	6840-01-122-0687	Not Recorded	0.5 kg
31 MEDICAL GROUP/PHARMACY/SGHP (2)			
Methotrexate Sodium Injection	6505-01-020-2367	Not Recorded	0.5 kg
Acetic Acid, Glacial	6505-00-100-2470	Not Recorded	0.5 kg
Phenol	6505-00-133-9920	Not Recorded	0.5 kg
31 MEDICAL GROUP/ANES/SURGERY DEPT. (2)			
Betadine Scrub	6505-00-994-7224	20 gal	76 kg
Betadine Solution	6505-00-754-0374	20 gal	76 kg
Forane	6505-01-017-4658	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-299-8095	10 gal	38 kg
Portra-Cul Culture Tube	6515-43-058-6652	Not Recorded	0.5 kg
Hibicleans	6505-01-053-8620	Not Recorded	0.5 kg
Formalin	6550-0L-807-401	Not Recorded	0.5 kg
Halothane	6505-00-105-0109	1250 cc	1.3 kg
Instrument Lubricant	6515-31-015-3662	Not Recorded	0.5 kg
Sporicidin	6840-01-122-0687	Not Recorded	0.5 kg
Vestal LPH	6840-10-147-1662	Not Recorded	0.5 kg
Ethane	6810-00-F00-8335	Not Recorded	0.5 kg
LH Germicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg
Forane	6505-01-117-9832	2000 cc	2 kg
31 MEDICAL GROUP/OB/GYN CLINIC			
Forane	6505-01-117-9832	Not Recorded	0.5 kg
Ethane	6505-01-017-3094	Not Recorded	0.5 kg
Ethane	6505-00-313-7123	Not Recorded	0.5 kg
Ethane	6810-00-F00-8335	Not Recorded	0.5 kg
Glass Cleaner	7930-00-B04-0014	Not Recorded	0.5 kg
Instru-Klenz	7930-00-769-0720	Not Recorded	0.5 kg
Forane	6810-00-F00-8334	Not Recorded	0.5 kg
31 MEDICAL GROUP/MEDICAL X-RAY			
Scouring Powder	7930-00-721-8592	Not Recorded	0.5 kg
X-Ray Developer	6255-00-F00-6339	Not Recorded	0.5 kg
Developer System Cleaner	6850-00-F00-1019	Not Recorded	0.5 kg
Fixer System Cleaner	6850-00-F00-1020	Not Recorded	0.5 kg
Fixer Part-A	6850-00-F00-1028	Not Recorded	0.5 kg
X-Ray Developer	6520-00-F00-6082	Not Recorded	0.5 kg
Developer Part-C	6525-00-F00-1016	Not Recorded	0.5 kg
Developer Part-B	6525-00-F00-1015	Not Recorded	0.5 kg
Fixer Part-B	6850-00-F00-1018	Not Recorded	0.5 kg
Developer Part-A	6525-00-F00-1014	Not Recorded	0.5 kg
Germicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used*
31 MEDICAL GROUP MEDICAL LABORATORY (1), (2)			
Acetone	6810-00-184-4796	6000 ml	6 kg
Acetic Acid	6505-00-100-2470	120 ml	0.1 kg
Ammonium Hydroxide	6810-00-065-3142	Not Recorded	0.5 kg
Formaldehyde	6810-00-069-2958	0.32 gal	1.2 kg
Hydrochloric Acid	6810-01-217-4310	500 ml	0.5 kg
Isopropanol	6810-00-227-0410	10 ml	0.01 kg
Xylene	6810-00-290-4166	120 ml	0.1 kg
31 MEDICAL GROUP/BIOMEDICAL MAINTENANCE (2)			
Aerosol Cleaner	7510-00-616-9588	2 cans	1 kg
Adhesive	8040-00-843-0802	16 ounces	0.5 kg
Acetone	6810-00-753-4780	0.5 gal	2 kg
Paint - Enamel Black Spray	8010-00-079-3752	2 cans	1 kg
Aircraft Grease	9150-00-944-8953	1 can	0.5 kg
Lubricant Spray	Not Listed	2 cans	1 kg
Liquid Descaler	6850-00-F00-6424	10 quarts	10 kg
Cleaner, X-Ray Processor	Not Listed	Not Recorded	0.5 kg
Cleaning Compound, Solvent	6850-00-105-3084	Not Recorded	0.5 kg
Contact Cleaner	6850-00-N00-0520	Not Recorded	0.5 kg
Detergent - General Purpose	7930-00-926-5280	25 gal	95 kg
Hydraulic Fluid	Not Listed	Not Recorded	0.5 kg
Hydrogen Peroxide	6505-00-153-8480	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-655-8366	Not Recorded	0.5 kg
Leak Test Compound	6850-00-621-1820	1 bottle	0.5 kg
Clear Adhesive	8040-00-270-8150	6 tubes	3 kg
Lubricant/Oil	Not Listed	Not Recorded	0.5 kg
Paint Thinner	8010-00-F00-5702	Not Recorded	0.5 kg
Penetrating Oil	9150-00-261-7899	Not Recorded	0.5 kg
Propane Fuel	6830-00-584-3041	Not Recorded	0.5 kg
Dry Cleaner	Not Listed	Not Recorded	0.5 kg
Sealing Compound	8030-00-599-7753	10 tubes	4.5 kg
Silicone Compound	6850-00-927-9461	6 cans	3 kg
Silicone Compound	6850-00-880-7616	8 cans	4 kg
Solder Lead Free	Not Listed	5 lbs	2.3 kg
Sterilizer Solution	Not Listed	Not Recorded	0.5 kg
Tin Alloy Solder	3439-00-824-9856	5 lbs	2.3 kg

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

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Hazardous Substances Stored on Parcel 6

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

Assumptions

- For many items, quantities were recorded as non-weight or volume measurements, such as bottles, kits, tubes, etc. There were also many items for which no quantity was recorded. For the purposes of determining the weights on kilograms for the 40 CFR 373 threshold amounts, the following assumptions were made:

-All non-weight measurements (except kits) were assumed to equal one pound (i.e., one tube - one pound, one bottle = one pound, etc.).
-All liquid measures were assumed to have specific gravity of 1.
-Petroleum, fuels and oils are not hazardous substances.
-All "not recorded" amounts were assumed to equal one pound.
-All kits were assumed to contain two (2) 1-gallon containers.

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

CFR = Code of Federal Regulation
NL = Not Listed

1.0 PURPOSE OF THE ENVIRONMENTAL BASELINE SURVEY

1.1 INTRODUCTION

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

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

The EBS helps the Air Force to:

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

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

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

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

- Category 1: Property where the records search, visual site inspection, and interviews identified no storage, release, or disposal of hazardous substances or petroleum products or their derivatives (including no migration of these substances from adjacent areas).

- Category 2: Property where only storage of hazardous substances or petroleum products or their derivatives has occurred (but no release, disposal, or migration from adjacent areas has occurred). This category also includes locations where only household and/or office chemicals were stored or used.

- Category 3: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action.

- Category 4: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, and all remedial actions necessary to protect human health and the environment have been taken.

- Category 5: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, removal and/or remedial actions are under way, but all required remedial actions have not yet been taken.

- Category 6: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, but required response actions have not yet been implemented.

- Category 7: Properties that have not been evaluated or require additional evaluation.

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

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

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

April 22, 1996

4WD-FFB

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

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

Dear Mr. Rivero:

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

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

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

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

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

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the proposed reuse (homeless center) of this area of the parcel.

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

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

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

Sincerely,

Patricia J. Goldberg

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

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

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OFF. REC. 17287 P4980

ENVIRONMENTAL CONDITION REPORT

CERTIFICATION:

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

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

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

THE UNITED STATES AIR FORCE:

DATE: 1/22/96

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

REVIEW AND AGREEMENT:

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

TRANSFEREE:
Dade County Homeless Trust

DATE: 1/22/96

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

DERM

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Physical Condition Report

Homestead Air Force Base, Florida

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

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

_____ dated 1/22/96
Sergio M. Gonzalez, Esq.
Executive Director
Dade County Homeless Trust

_____ dated 22 Jan 96
Humberto Rivero
Site Manager
AFBCA/OL-Y

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

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ASSIGNMENT

This **ASSIGNMENT** **("Assignment")** is entered into this 9th day of September 2003 by and between Camillus House, Inc. ("Camillus House"), a not-for-profit corporation; Metatherapy Institute, Inc. ("Metatherapy Institute"), a not-for-profit corporation, and MIAMI-DADE COUNTY, FLORIDA ("County"), a political subdivision of the State of Florida.

RECITALS

WHEREAS, pursuant to Resolution No. R-721-98, adopted by the Board of County Commissioners for the County, the County is authorized to lease 20.31 acres of land to be utilized as transitional housing for homeless families and individuals; and authorizing the County Manager to exercise any and all other rights concerned therein; which also authorized the County Manager to execute contracts, amendments, etc. by Metatherapy Institute or its successor in interest.

WHEREAS, Camillus House assumed management and operations of Metatherapy Institute in 2000, transferred operational activities, assumed sponsorship of all related operating grants from Metatherapy, and all Metatherapy Institute employees are now employed by Camillus House.

WHEREAS, the Board of Directors of Metatherapy Institute voted to dissolve its corporate status effective June 30, 2003 and transfer all assets to Camillus House.

NOW THEREFORE, for and in consideration of **TEN DOLLARS ($10.00)** and other good and valuable consideration, County, Camillus, and Metatherapy Institute hereby agree as follows:

1. **Assignment**. Metatherapy Institute, Inc. hereby assigns all rights and interests to the lease agreement of the Homestead Airbase Property to Camillus House and the County hereby consents to the foregoing assignment.

IN WITNESS, the parties hereto have executed this **Assignment Agreement** as of the date and year first written above.

Witnesses

Name: Karen Mahar
(PRINT)

Name: K M
(SIGNATURE)

Name: Tom CAMPBELL
(PRINT)

Name: Tom Campbell
(SIGNATURE)

Metatherapy Institute, Inc.

Name: Joseph Charron
(PRINT)

Name: Joseph Charron
(SIGNATURE)

Title: President

Witnesses:

Name: Karen Mahar
(PRINT)

Name: [signature]
(SIGNATURE)

Name: TOM CAMPBELL
(PRINT)

Name: Tom Campbell
(SIGNATURE)

Witnesses:

Name: Jacqueline Mills
(PRINT)

Name: Jacqueline Mills
(SIGNATURE)

NAME: Andre Ragin
(PRINT)

Name: Andre Ragin
(SIGNATURE)

Camillus House, Inc.

Name: Dale Simpson
(PRINT)

Name: [signature]
(SIGNATURE)

Title: Executive Director

10-28-03
(DATE)

Miami-Dade County

Name: Barbara Jordan
(PRINT)

Name: Barbara Jordan for
(SIGNATURE)

Title: **County Manager**

11-17-03
(DATE)

(SEAL)

ATTEST:

HARVEY RUVIN, CLERK

BY: [signature]
DEPUTY CLERK

11-18-03
DATE

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

Barbara Jordan
George M. Burgess
County Manager

11-17-03
DATE

FURTHER, the Department of Health and Human Services, which originally conveyed this property to Miami-Dade County via the McKinney Homeless Assistance Act pursuant to 45 C.F.R. Part 12 (entitled "Disposal and Utilization of Surplus Real Property to Assist the Homeless") consents to this lease assignment.

Approved as to form and legal sufficiency. [signature] 11/4/03
(DATE)

OCT 8 2003

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EXHIBIT B

LEGEND

℄ CENTER LINE

ABBREVIATIONS

(C) = CALCULATED

Δ = CENTRAL ANGLE (DELTA)

FPL = FLORIDA POWER & LIGHT

L = LENGTH (WHEN USED IN CURVE DATA)

O.R.B. = OFFICIAL RECORDS BOOK

PG. = PAGE

P.B. = PLAT BOOK

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

R = RADIUS

(R) = RECORDED PLAT

SEC. = SECTION

S.F. = SQUARE FEET

TERR. = TERRACE

PC = POINT OF CURVATURE

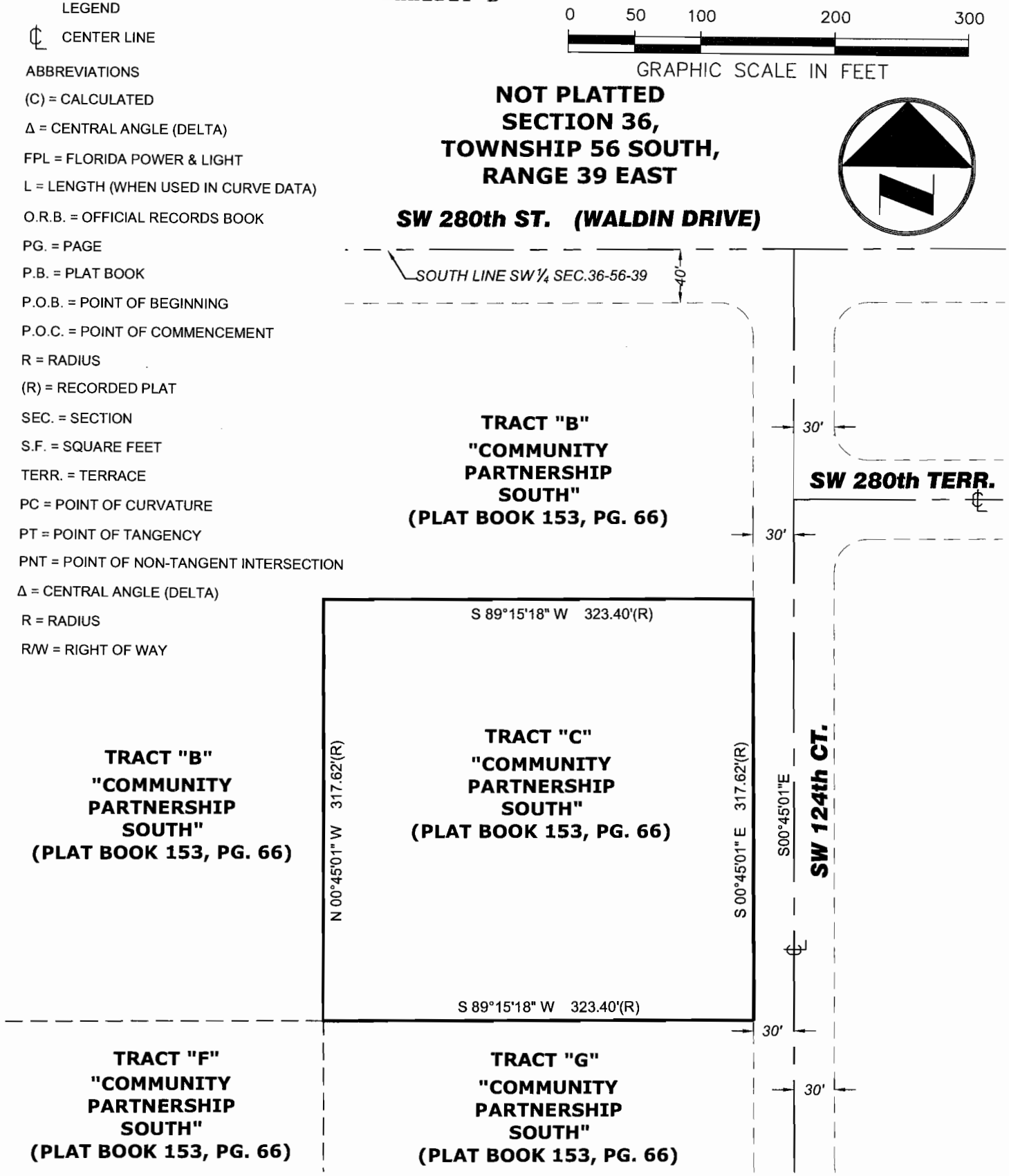
PT = POINT OF TANGENCY

PNT = POINT OF NON-TANGENT INTERSECTION

Δ = CENTRAL ANGLE (DELTA)

R = RADIUS

R/W = RIGHT OF WAY



THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

NOT A BOUNDARY SURVEY

107

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/3/2008 2:01 PM

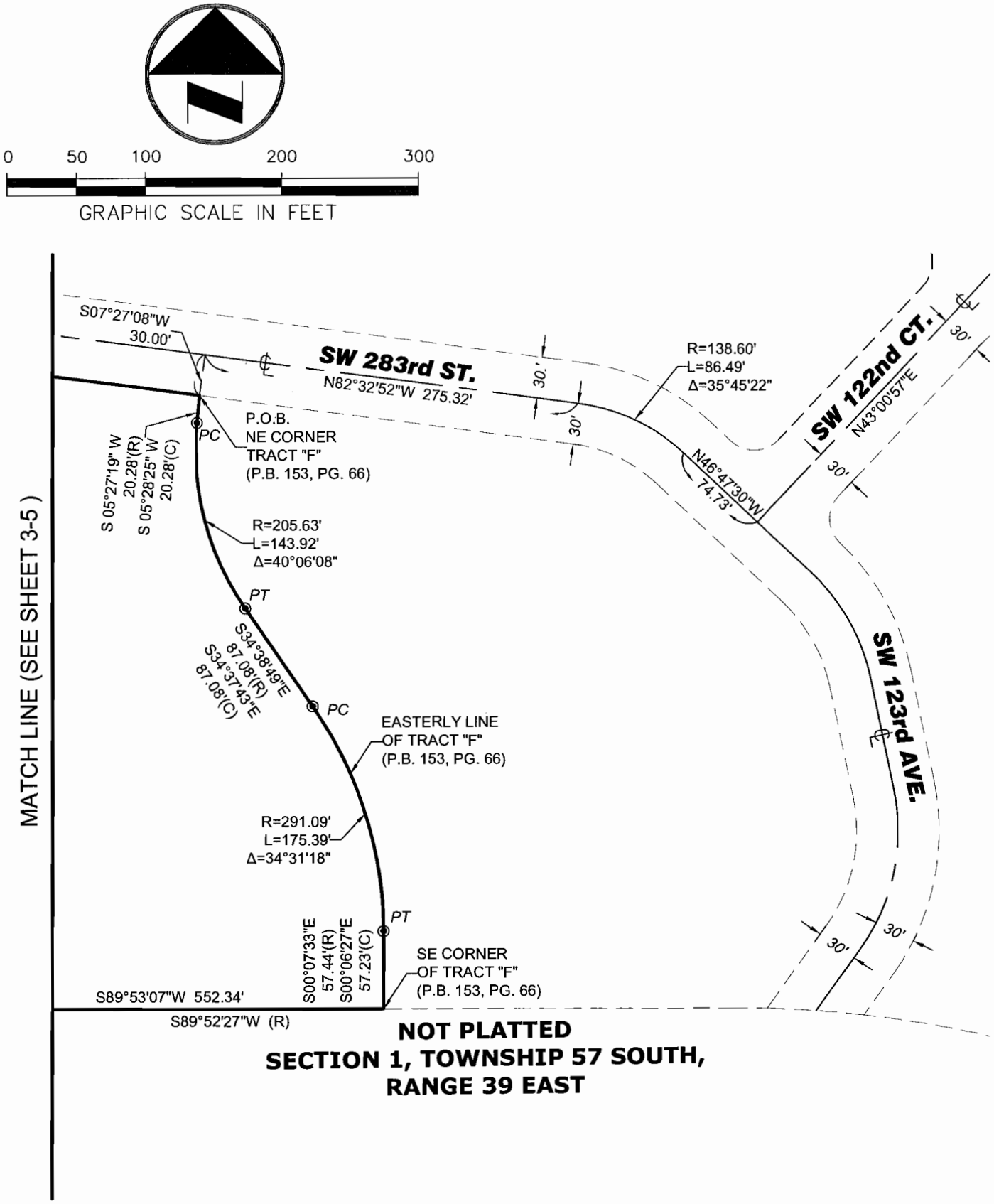
PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

JOB NO. 100005131 0101.L
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.

SHEET: 1 OF 5



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NOTE: FOR LEGEND AND ABBREVIATIONS SEE SHEET 1.

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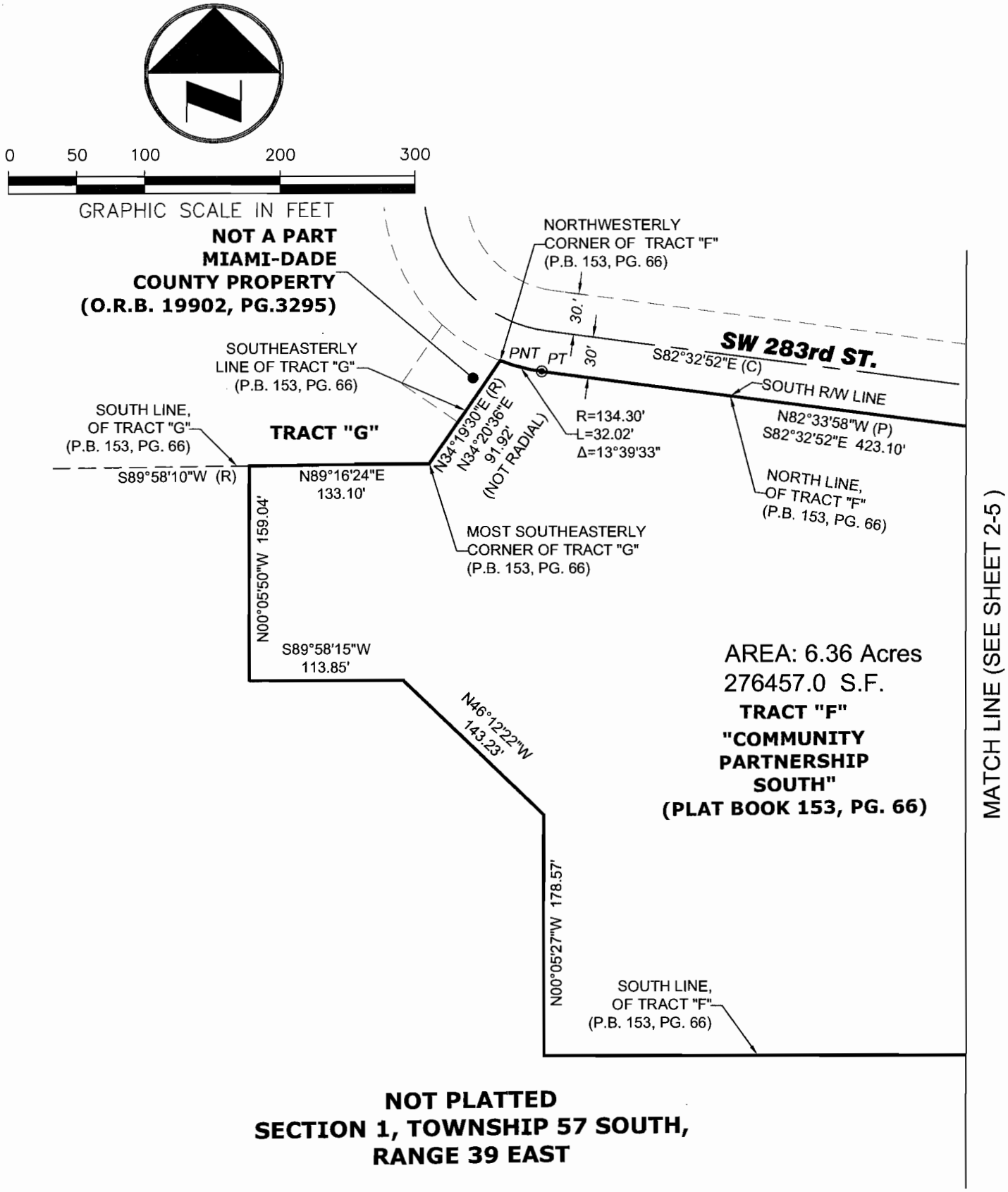
PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**	ORIGINAL: 11-03-08 REVISIONS: 1 # 2 # 3 # 4 #	JOB NO. 100005131 0101.L DRAWN Z.C.P. CHECKED Z.C.P. QC D.W.D. SHEET: 2 OF 5



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

ETTHIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

NOTE: FOR LEGEND AND ABBREVIATIONS SEE SHEET 1.

109

NOT A BOUNDARY SURVEY

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PBS&J 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24	**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**	ORIGINAL: 11-03-08 REVISIONS: 1 # 2 # 3 # 4 #	JOB NO. 100005131 0101.L DRAWN Z.C.P. CHECKED Z.C.P. QC D.W.D. SHEET: 3 OF 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TRACT "C" AND PORTION OF TRACT "F"
COMMUNITY PARTNERSHIP SOUTH (PLAT BOOK 153, PAGE 66)
MIAMI-DADE COUNTY, FLORIDA

ARTICLE I
DEFINITIONS, GENERALLY:

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

ARTICLE II
LEGAL DESCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING ALL OF TRACT "C" OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

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

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

ARTICLE III
SOURCES OF DATA:

1. THE UNDERLYING PLAT OF "COMMUNITY PARTNERSHIP SOUTH," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 16, 1998 IN PLAT BOOK 153 AT PAGE 66 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
2. BEARINGS AS SHOWN HEREON REFER TO A CALCULATED BEARING OF S82°32'52"E ALONG THE NORTH LINE OF TRACT "F" OF SAID PLAT OF "COMMUNITY PARTNERSHIP SOUTH." THIS BEARING IS BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90). FOR COMPARISON PURPOSES, THE BEARING OF THE SAME LINE PER SAID UNDERLYING PLAT IS N82°33'58"W.
3. LIMITED MEASUREMENTS WERE CONDUCTED IN THE FIELD TO ASCERTAIN THE LOCATION OF A FENCE USED TO GOVERN THE WESTERLY LINE OF THE SUBJECT PROPERTY AS DIRECTED BY THE CLIENT.

THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

110

NOT A BOUNDARY SURVEY

DRAWING: X:\PROJECTS\100005131 HOMESTEAD AIR FORCE BASE\100005131 0102.L HOMESTEAD AIR FORCE SKETCH TO ACCOMPANY LEGAL\DWG\100005131 SKETCH TO ACCOMPANY LEGAL DESC.DWG / PRINTED: 11/3/2008 12:59 PM

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3 #
4 #

JOB NO. 100005131 0101.L
DRAWN Z.C.P.
CHECKED Z.C.P.
QC D.W.D.

ARTICLE IV
LIMITATIONS:

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

ARTICLE V
CLIENT INFORMATION:

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

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

ARTICLE VI
SURVEYOR'S CERTIFICATE:

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

PBS&J
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

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

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

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OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 10(C)(1)(A)

From: George M. Burgess
County Manager

Resolution No. R-525-08

Subject: Request to issue an RFA for a development partner of the former Homestead Airbase

---

Recommendation

It is recommended that the Board of County Commissioners (BCC) authorize the County, via the Miami-Dade County Homeless Trust, to issue a Request for Applications (RFA) to enter into a contract with a development partner to develop approximately 52 acres of undeveloped land at the former Homestead Airbase.

Scope

It is anticipated that this property will be developed as 145 units of permanent supportive housing. The balance of the undeveloped property will be utilized for a landscape nursery and fresh market. The latter will serve as a Micro-enterprise for the homeless/formerly homeless residents. This site is located in Commission District 9.

Fiscal Impact

The issuance of this RFA will not create a fiscal impact to the County. With respect to capital funds for development costs on this site, the Homeless Trust currently has $7.6 million in Building Better Communities General Obligation Bond (GOB) funds and $1.1 million in capital funds. It is anticipated that additional funds will be leveraged by the entity selected to develop this site.

Background

In 1996, the Miami-Dade County Homeless Trust acquired 84.16 acres of surplus property on the Homestead Air Base Military Reservation. Currently, 12 acres are fully developed and under lease to Community Partnership for Homeless, Inc., which houses the 300-bed, full service Homeless Assistance Center. Another 20 acres are leased to Camillus House, where 55 units of transitional housing have been developed. On any given day or night, over 500 homeless individuals and families are housed at this site. The remainder of the property, approximately 52 acres, is currently undeveloped.

Development on the 52 acre portion of the former Homestead Airbase was delayed due to funding from the US Department of Housing and Urban Development (US HUD) being directed toward permanent supportive housing, and local geographic funding restrictions that had been imposed on the use of Low Income Housing Tax Credits.

In a letter dated January 18, 2005 to the US Department of Health and Human Services (US HHS) the Homeless Trust requested permission to amend its previously submitted program plan, which originally focused on transitional housing, in order to develop the remainder of this property as permanent supportive housing. In response to the letter to US HHS, the County was advised that US HHS' policy was that permanent housing was not a permissible use under the provisions of the McKinney Act and declared the County in breach of its deed. The Homeless Trust contacted US HHS and requested a copy of the above referenced policy; however, it was stated that such a policy did not exist and that the determination was based on guidance from US HHS' in-house counsel. The Homeless Trust agreed to develop a Plan to place the property into temporary use while HHS reviewed its policy.

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On June 30, 2005 the Homeless Trust submitted a Plan to US HHS that focused on the temporary use of this property as a community garden/horticultural training program for homeless people, while crafting a development plan for permanent housing, pending future change once US HHS determined the status of its policies. The Plan also provided the option of buying out the deed restrictions and allowing the development of workforce/mixed use affordable housing.

In October 2005 the Homeless Trust learned that US HHS was proposing to change its policy to permit permanent supportive housing on its surplus property. The Homeless Trust once again contacted US HHS to discuss this shift in policy and to determine whether the County could revisit the issue.

In December 2007, following years of policy work and support by the County's Office of Intergovernmental Affairs and our US Congressional Delegation, led by US Representative Ileana Ros-Lehtinen, the Homeless Trust obtained permission from US HHS to utilize the undeveloped sections of this property for permanent supportive housing. The permission was contingent upon an environmental study of the property being procured and submitted to US HHS.

In March 2008, the Homeless Trust received the completed environmental reports on the property and the reports are favorable for the development of this site. These environmental reports have been submitted to US HHS and the County is awaiting a response.

Once HHS approves the environmental reports, the County should be granted permission to proceed with development. At that point, the County will have 36 months to complete development on this site. As such, it is recommended to proceed with a competitive procurement document to seek a development partner for this site.

The County is seeking one partner to be responsible for all aspects of the development and operation of this site. If a lead agency design is utilized, it would be the responsibility of the lead entity to provide or partner with entities to provide the services of housing developers, housing operator, nursery operator, etc. Given that this process will result in a lease for the undeveloped acreage, the Board of County Commissioners will also have to approve the results of this process to authorize staff to execute a lease with the entity selected to develop the site.

The County Manager's Office and the Homeless Trust are very interested in pursuing the use of pre-manufactured housing which could be developed very quickly and more cost efficiently than standard construction for either part or all of the development of this site. This would be taken into consideration in the procurement process.

Track Record/Monitoring

The project shall be monitored closely by the Homeless Trust and its development consultant, Apple Tree Perspectives. Additionally, bi-annual reports are due to the US HHS to ensure compliance with the timelines.

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 10(C)(1)(A)

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

B

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(C)(1)(A)
5-6-08

RESOLUTION NO: R-525-08

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, THROUGH THE MIAMI-DADE COUNTY HOMELESS TRUST, TO ISSUE A REQUEST FOR APPLICATIONS AND ENTER INTO A CONTRACT FOR A DEVELOPMENT PARTNER TO DEVELOP 52 ACRES OF PROPERTY AS HOUSING FOR HOMELESS/FORMERLY HOMELESS FAMILIES, A PRODUCE/LANDSCAPE NURSERY, AND FARMER'S MARKET

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 MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the Mayor or his designee to issue a Request For Applications to seek a development partner to develop approximately 52 acres of undeveloped property on the former grounds of the Homestead Airbase for the purposes of providing housing and services to eligible homeless/formerly homeless persons through the Miami-Dade County Homeless Trust; to execute such contracts and agreements with a development partner (a not-for-profit homeless housing and service provider or a for-profit affordable housing developer), as are required, following approval by the County Attorney's Office; to expend any and all monies for the purpose described in the Request for Applications; to expend additional funds should they become available; and to file and execute any necessary amendments to the contract, modifications, renewals, cancellations, and termination clauses of any contracts or agreements, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. 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
to form and legal sufficiency. MD

Mandana Dashtaki

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

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-525-08 , adopted by the said Board of County Commissioners at its meeting held on May 6, 2008 , as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of May , A.D., 2008 .

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

By: _____
Deputy Clerk