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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(4)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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

SUBJECT: Resolution rescinding Resolution No. R-415-12 and amending resolution No. R-855-08 relating to grant from Building Better Communities General Obligation Bond Program Project No. 305 – "Primary Health Care Facilities" Jessie Trice Community Health Center, Inc.

Resolution No. R-191-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

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County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(4)
3-5-13

RESOLUTION NO. R-191-13

RESOLUTION RESCINDING RESOLUTION NO. R-415-12 AND AMENDING RESOLUTION NO. R-855-08 RELATING TO GRANT FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 305 – "PRIMARY HEALTH CARE FACILITIES" TO JESSIE TRICE COMMUNITY HEALTH CENTER, INC. (JTCHC) TO INCLUDE FUNDING OF A NEW CLINIC IN DISTRICT 1 AT N.W. 183RD STREET AND N.W. 37TH AVENUE, MIAMI GARDENS, FLORIDA AND TO PROVIDE FOR LOCAL GOVERNMENT AGENCY MATCH UPON SATISFACTION OF CONDITIONS PRECEDENT; WAIVING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM'S ADMINISTRATIVE RULES WITH RESPECT TO LOCAL GOVERNMENT AGENCY MATCH; AND APPROVING TERMS OF, AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ESCROW DEPOSIT AGREEMENT, FUNDING AGREEMENT, AND LETTER AGREEMENT WITH REGARD TO LOCAL GOVERNMENT AGENCY MATCH; PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN COUNTY AND JTCHC FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF THE NEW CLINIC FOR AN INITIAL FIFTY YEAR TERM AND TWO ADDITIONAL TWENTY-FOUR YEAR RENEWAL OPTION PERIODS; WAIVING PROVISIONS OF IMPLEMENTING ORDER 8-4 AS IT RELATES TO REVIEW OF THE PLANNING ADVISORY BOARD; APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF ACCESS AGREEMENT BETWEEN COUNTY AND JTCHC; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL CANCELLATION AND TERMINATION PROVISIONS CONTAINED IN THE FUNDING AGREEMENT, ESCROW AGREEMENT, LETTER AGREEMENT, LEASE AGREEMENT, AND ACCESS AGREEMENT, AND DO ALL THINGS NECESSARY TO EFFECTUATE THE FOREGOING; DELEGATING TO COUNTY MAYOR OR MAYOR'S DESIGNEE AUTHORITY TO DETERMINE THE VALUE OF ALTERNATIVE FORM OF SECURITY IN LIEU OF BOND TO BE PROVIDED TO THE COUNTY BY JTCHC SUBJECT TO CERTAIN PARAMETERS SET FORTH IN THIS RESOLUTION; AND AUTHORIZING APPROVAL OF A WAIVER OF THE ART IN PUBLIC PLACES REQUIREMENT FOR THE NEW CLINIC AND A WAIVER OF ADMINISTRATIVE ORDER 3-11 GOVERNING THE PROCESS OF REQUESTING WAIVERS OF THE ART IN PUBLIC PLACES REQUIREMENT

WHEREAS, pursuant to Resolution No. R-916-04 (the "Healthcare Facility Resolution"), the voters approved the issuance of general obligation bonds in a principal amount not to exceed $171,281,000 to construct and improve, among other things, emergency healthcare facilities to promote accessibility to quality healthcare services; and

WHEREAS, Appendix A to the Healthcare Facility Resolution lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the "Bond Program") by project number, municipal project location, County Commission district, project name, project description, street address and project funding allocation; and

WHEREAS, one of the projects listed in Appendix A to the Healthcare Facility Resolution and approved by the voters for funding is Project No. 305 – "Primary Health Care Facilities" ("Project No. 305") with an original allocation equal to $25 million and a project description that states: "[i]ncrease the number of health care facilities in our community"; and

WHEREAS, pursuant to Resolution No. R-855-08 this Board previously allocated $4,000,000 from Project No. 305 to Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("Jessie Trice"), to be used to construct new clinical space in District 3 and expand existing space in District 2, all of which would serve the residents of Districts 1, 2, 3 and 6 (the "$4,000,000 Jessie Trice Allocation"); and

WHEREAS, Jessie Trice has expended $2,700,000, such that $1,300,000 of the $4,000,000 Jessie Trice Allocation remains unexpended (the "Remaining $1,300,000 Allocation"); and

WHEREAS, currently Jessie Trice offers services to seniors and children residing in the Miami Gardens community from the Norland Medical Center; and

WHEREAS, the Norland Medical Center is currently comprised of four exam rooms, a lab draw station, a two chair dental suite, and small waiting room space, which is typically overcrowded; and

WHEREAS, the Norland Medical Center location is too small to meet the needs of the community and because of its location at a strip mall there is no expansion potential;

WHEREAS, initially, Jessie Trice proposed to construct a new clinic in District 1 to be located at 18330 NW 12th Avenue, Miami, Florida to replace the current Norland clinic, however, that location is no longer feasible; and

WHEREAS, instead Jessie Trice proposes to construct a new clinic on a two-acre parcel of land owned by the County located at N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens (Folio No.:34-2108-007-0011) from which it will provide services to the public, including residents from Districts 1, 2 and 3 (the "New Clinic"); and

WHEREAS, among other things, Resolution No. R-415-12 amended Resolution No. R-855-08 to allocate the Remaining $1,300,000 Allocation to fund development of Phase 1 of the New Clinic in District 1 instead of expansion of existing clinical space in District 2; and

WHEREAS, in order to raise additional funds to construct the New Clinic, Jessie Trice submitted a low income pool application to the State of Florida (the "State") for the award of a Low Income Pool grant (the "State Grant") and receipt of Low Income Pool grant funds ("Low Income Pool Grant Funds"), a copy of which is attached as Exhibit "A" (the "Grant Application"); and

WHEREAS, the Grant Application requested $3,177,060 of Low Income Pool Grant Funds (including $1,300,000 of local match funds and $1,877,060 of Federal Medicaid funds); and

WHEREAS, the State has agreed to award Jessie Trice $3,075,467 (the "Total State Grant"), which is comprised of $1,300,000 of local match funds and $1,775,467 of Federal Medicaid funds, whereby at least $1,300,000 of the Total State Grant would be directed to fund capital improvements at the New Clinic; and

WHEREAS, the proposed New Clinic project will consist of development of a new Community Health and Wellness Center with twelve patient medical examination suites and four dental operatory rooms, plus all necessary furniture and equipment with a minimum of 8,500 square feet; and

WHEREAS, the New Clinic project will increase the delivery of healthcare services by tripling the patient medical examination rooms and doubling the dental operatory rooms, thereby expanding access to and capacity of healthcare services for the residents of Miami Gardens and surrounding communities; and

WHEREAS, Low Income Pool Grant Funds require a local government agency match; and

WHEREAS, Bond Program bond proceeds may be used as the local government agency match, provided that such proceeds are used by the State to fund eligible capital expenses for a project that serves to increase the number of health care facilities in our community, including for the contemplated construction of clinical capacity at the New Clinic as detailed in the Funding Agreement by and between the County and Jessie Trice in substantially the form attached hereto as Exhibit "B" and incorporated herein by reference (the "Funding Agreement"); and

WHEREAS, the State's allocation from Low Income Pool Grant Funds for capital improvements at the New Clinic requires a local government agency match by Miami-Dade

County equal to $1,300,000 (the "$1,300,000 Local Match") which may be funded from a reallocation of the Remaining $1,300,000 Allocation from Jessie Trice to the State; and

WHEREAS, it is the Board's desire to provide the local government agency match to the State for the purpose of funding the proposed construction of clinical capacity at the New Clinic and yet preserve the application of all of the Bond Program's Administrative Rules that are applicable to the New Clinic project; and

WHEREAS, the Board adopted Resolution No. R-501-11 wherein it approved a similar transaction, including the waiver of the Bond Program's Administrative Rules, for the funding of renovations to the Borinquen main clinic; and

WHEREAS, although the State will be the recipient of the $1,300,000 Local Match in the form of a grant, Jessie Trice has agreed, among other things, to comply with all of the Bond Program's Administrative Rules applicable to the New Clinic project as if Jessie Trice was the direct recipient of the $1,300,000 Local Match; and

WHEREAS, Jessie Trice has requested that certain County-owned property, located at N.W. 183rd Street and N.W. 37th Avenue, Miami Gardens, (the "Property") be leased to Jessie Trice for the purpose of developing, operating and maintaining the New Clinic; and

WHEREAS, the County is satisfied that Jessie Trice does require the County-owned Property for such use and the Property is not otherwise needed for County purposes and that such lease, for $1.00 per year, would promote community interest and welfare; and

WHEREAS, accordingly, the Board wishes to: (1) rescind Resolution No. R-415-12; (2) amend Resolution No. R-855-08 to (i) allocate the Remaining $1,300,000 Allocation to fund the New Clinic in District 1 instead of the expansion of existing clinical space in District 2; and (ii) reduce the $4,000,000 Jessie Trice Allocation by $1,300,000 and allocate and remit such funds to

the State as the $1,300,000 Local Match, subject to satisfaction of certain conditions precedent; (3) waive the Bond Program's Administrative Rules as they pertain to the $1,300,000 Local Match; (4) subject to satisfaction of certain conditions precedent, approve the terms of and authorize the County Mayor or the County Mayor's designee to execute the necessary agreements to effectuate the $1,300,000 Local Match while still preserving the application of all of the Bond Program's Administrative Rules applicable to the New Clinic project with respect to Jessie Trice; and (5) authorize the lease of the Property to Jessie Trice as set forth in the Lease Agreement by and between the County and Jessie Trice in substantially the form attached hereto as Exhibit "C" and incorporated herein by this reference (the "Lease"); and

WHEREAS, for the term of the Lease, Jessie Trice must provide a payment and performance bond in accordance with the provisions of Section 255.05, Florida Statutes for each contract for construction and repairs of the New Clinic, subject to the requirements of that statute and the Lease; and

WHEREAS, in lieu of a payment and performance bond Jessie Trice may provide to the County cash or other acceptable form of security as an alternative form of security; and

WHEREAS, this Board wishes to delegate to the County Mayor or the Mayor's designee the authority to determine the value and sufficiency of the security for each contract for construction or repair of the New Clinic, provided that, in determining the sufficiency and value of the alternative security the Mayor will consider the nature, history and financial capabilities of Jessie Trice, the contractual obligations secured by the alternative security, and the contractual safeguards in place to protect payments to persons performing the work and require that, prior to commencement of the work or purchase of supplies, any and all contractors hired by Jessie Trice to perform work for the construction or repair of the New Clinic has executed, delivered, and

recorded in the public records a statutory payment and performance bond in the full amount of the contract naming the County as an obligee, all as required by Section 255.05, Florida Statutes; and

WHEREAS, this Board wishes to waive the application of the Art in Public Places Program to the New Clinic and Administrative Order 3-11 governing the process for requesting waivers of the Art in Public Places requirement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby rescinds Resolution No. R-415-12.

Section 3. This Board hereby amends Resolution No. R-855-08 to (i) allocate the Remaining $1,300,000 Allocation to fund the New Clinic in District 1 instead of the expansion of existing clinical space in District 2; and (ii) reduce the $4,000,000 Jessie Trice Allocation by $1,300,000, allocate such funds to the State as the $1,300,000 Local Match, and remit the $1,300,000 Local Match to the State as a grant to be used as a local government agency match for the State Grant, subject to use of such funds by the State to fund eligible capital expenses as more particularly described in the Letter Agreement by and between the County and the State in substantially the form attached to this resolution as Exhibit "D" and incorporated herein by this reference (the "Letter Agreement"); provided, however, the amendment to Resolution No. R-855-08 set forth in this section 3 shall become effective only upon the satisfaction of all of the following conditions no later than March 15, 2013: (a) receipt by the County of evidence of the State's award of the State Grant to Jessie Trice for the purposes set forth in the Grant Application; and (b) proper execution by all parties other than the County of an Escrow Deposit

Agreement by and among the County, Jessie Trice and TD Bank, N.A., in substantially the form attached hereto as Exhibit "E" and incorporated herein by this reference (the "Escrow Agreement"), the Funding Agreement, and the Lease (subsections (a) and (b) are collectively referred to as the "Conditions").

Section 4. This Board hereby waives the Bond Program's Administrative Rules with respect to its grant of the $1,300,000 Local Match to the State.

Section 5. This Board hereby approves the terms of the Lease for the Premises to be utilized as the New Clinic, in substantially the form attached hereto and authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board.

Section 6. This Board hereby approves the terms of, and authorizes the County Mayor or the County Mayor's designee to execute the Escrow Agreement, the Funding Agreement and the Lease after all of the Conditions have been satisfied.

Section 7. Subject to the prior execution of the Escrow Agreement, the Funding Agreement and the Lease by all of the respective parties, this Board hereby approves the terms of, and authorizes the County Mayor or the County Mayor's designee to execute, the Letter Agreement and to disburse the $1,300,000 Local Match to the State as required by the terms of the Letter Agreement. This Board hereby approves the terms of and authorizes the County Mayor or the Mayor's designee to execute the Access Agreement in substantially the form attached to this Resolution as Exhibit "F" and incorporated herein by this reference. The County Mayor or the County Mayor's designee is further authorized to exercise any and all cancellation or termination provisions and other provisions expressly delegating authority to the County Mayor or his designee contained in the Escrow Agreement, the Funding Agreement, the Letter Agreement, the Lease, and the Access Agreement, to do all things necessary to effectuate the

foregoing, and to execute written instructions to the Escrow Agent authorizing disbursements from the escrow account established under the Escrow Agreement.

Section 8. The County Mayor or the Mayor's designee is hereby delegated the authority to determine the value and sufficiency of the alternative form of security in lieu of a payment and performance bond for each contract for construction or repair of the New Clinic, provided that, in determining the sufficiency and value of the alternative security the Mayor will consider the nature, history and financial capabilities of Jessie Trice, the contractual obligations secured by the alternative security, and the contractual safeguards in place to protect payments to persons performing the work and require that, prior to commencement of the work or purchase of supplies, any and all contractors hired by Jessie Trice to perform work for the construction or repair of the New Clinic has executed, delivered, and recorded in the public records a statutory payment and performance bond in the full amount of the contract naming the County as an obligee, all as required by Section 255.05, Florida Statutes.

Section 9. This Board approves the waiver of the Art in Public Places requirement for the New Clinic and approves the waiver of Administrative Order 3-11 governing the process for requesting waivers of the Art in Public Places requirement.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

//

	Rebeca Sosa, Chairwoman		**aye**
	Lynda Bell, Vice Chair		**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. 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: **Christopher Agrippa**
Deputy Clerk

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

Geri Bonzon-Keenan

Application Guidelines

Please include the following:

1. Applicant: Jessie Trice Community Health Centers, inc.
2. Medicaid Provider Number: 029541808
3. Provider Type: Federally Qualified Health Center
4. Amount applying for: $3,177,060.00
5. Identify as a new or enhanced program: Enhanced Program
6. Description of the delivery system and affiliations with other health care service providers:

The Jessie Trice Community Health Centers, inc. (JTCHC) has implemented the Primary Care Medical Home Model as its service delivery system, with an emphasis on patient-centeredness and care-coordination. Beginning with empanelment (patients choose and are assigned a personal provider), various disciplines and levels of providers such as physicians, advanced registered nurse practitioners, dentists, registered dental hygienists, nutritionist, nurses and medical assistants, as well as licensed mental health and substance abuse counselors are all part of a patient's Care Team and provide required, preventative, enabling and other health services as appropriate. JTCHC utilizes an electronic health record (Intergy) that supports evidenced-based practices, and management of patient populations such as diabetes, hypertension, high-risk, etc. Patients also have access to their Care Teams and their personal medical information 24/7 through a Patient Portal. Referral specialists coordinate external referrals with other providers/facilities, and track results. Support for Patient Self-Management is provided through nurse case-management, a free Health & Wellness program held 2x a month at the JTCHC Main Center, and referrals to a variety of community resources, such as smoking cessation programs, Enhanced Fitness for seniors, etc. Patient satisfaction and patient/family experience is measured by Client IQ, a computer terminal with a software program that immediately alerts site managers of any responses that are unsatisfactory, so they can be addressed before the patient leaves the site.

Each component of service delivery is closely aligned and highly integrated with the other components. For example, a patient with HIV/AIDS may receive testing, treatment, counseling, case management, mental health, addictions treatment, pharmacy assistance and transportation. If that patient happens to be pregnant, she may also receive primary care services, WIC, OB/GYN services and pediatric care for her newborn.

JTCHC service delivery sites include six (6) community based primary care sites, twenty-three (23) school health sites, a medical mobile unit for outreach services, and a 30 bed women's substance-abuse 24 hour residential treatment facility.

The scope of services includes family medicine, internal medicine, obstetrics, gynecology, pediatrics, oral health, behavioral health, and substance abuse services. Additional services include podiatry, infectious disease care, nutrition, radiology, laboratory, case management, and health education. JTCHC employs a professional staff of drivers to provide non-emergency transportation services for patients to their medical appointments and to increase access for elderly and disabled residents of Miami-Dade County. The transportation system is integrated with the patient appointment scheduling system in order to automate the route scheduling based on location and appointment times.

Affiliation agreements with Jackson Memorial Hospital (JMH) and North Shore Hospital (NSH) assure that patients/clients are referred and have access to diagnostic testing, 24-hour crisis intervention counseling, occupational and physical therapy, specialty care, and hospitalization. JTCHC has access to the computer systems of both hospitals to track results and schedule appointments with specialists. In addition, JTCHC maintains many long-standing collaborative agreements with a variety of community organizations/health care providers such as the Miami Dade County Healthy Start Coalition, Camillus Health Concerns, New Horizons Mental Health, Miami-Dade County public schools, Miami Dade County Public Health Department, Miami Urban League, Miami Rescue Mission, Salvation Army, Florida Heart Research Institute, University of Miami Medical Center, NOVA Southeastern University Medical School, Walgreens as the provider for 340b pharmacy, and many more.

7. Service Area:

The service area for the proposed project includes residents of the City of Miami Gardens and surrounding areas. The City of Miami Gardens was incorporated on May 12, 2003, as the 33rd city and the 3rd largest in Miami Dade County. It is located at the north-west corner of the Jessie Trice Community Health Centers, inc. catchment area. The city has a population of 107,167, based on the 2010 Census. The land for the new facility is centrally located in Miami Gardens, off 183rd street and 12th avenue.

8. Service Area characteristics (including demographics or population served and distribution of current population served by funding source, e.g., Medicaid, Medicare, Uninsured, Commercial insurance, etc.):

The City of Miami Gardens has a population of 107,167 of which thirty percent (30,656) is over the age of 50, and 22% of the population is 55 or older. Another 27% per cent of the population (28,232) is under the age of 18, and the median age is 33.5 years. Data indicates that about 9.9% of families and 14.0% of the population were living below the poverty line, including 15.2% of those under age 18. Using the current UDS data from the Norland Center as an indicator, 72% of our patient base is uninsured, 26% covered by Medicaid/care, and only 2% have private insurance

The Unmet Needs Study, conducted by the Alliance for Aging (2007) found a high growth rate in the Black Senior population in the City of Miami Gardens. The study also found that the Median Family Income ($36,786) falls off dramatically for the 65 to 74 and 75+ age groups ($30,045 to $$20,682 and $10,542 respectively). The per capita income was $11,688. The Alliance statistics for the elderly in the population show a higher number of seniors 65+ who had two disabilities, including challenges with self-care. The study also indicated that a high number of seniors 65+ with 1 disability, with income below federal poverty level, had unmet needs (2,637 out of 28,972 (9.1%); For seniors age 75+ below the poverty level, 18.8% demonstrated unmet needs. (A special note: This study was completed prior to the current economic recession). Additional information suggests that a disproportional number of seniors raise their grandchildren.

The Florida Public Health Institute found that a significant proportion of county residents (52%) are unable to access routine dental care. Only 7% of adults and 18% of children with Medicaid coverage utilize dental services. The only dental care option for many is the hospital emergency room, and the number of dental Emergency Room visits at Jackson North Medical Center (the hospital that serves the Miami Gardens area) rose from 366 in 2008, to 431in 2010.

Miami-Gardens is also designated as both a Health Provider Shortage Area and Medically Under-served Area (HPSA/MUA).

9. Organizational Chart and point of contact: see attachment

Point of contact:

Annie R. Neasman
President & CEO
Jessie Trice Community Health Centers, inc.
5607 NW 27th avenue
Miami, Fl 33142
(305) 805-1700
aneasman@hcnetwork.org

10. Proposed budget for funding detailing the request:

The projected construction cost of the building including all site work and furnishing/equipment comes to a total of $3,177,060 broken down by the State's share of our local match of $1,300,000 and a Federal match of $1,877,060. See attached budget for further detail.

11. Provide a brief summary of your proposed project:

This application is for a capital development project to increase access to comprehensive services for families and seniors in the Miami-Gardens community. Funding for this project will build a new facility (Jessie Trice

Community Health and Wellness Center at Miami Gardens) designed to replace the current Norland Medical Center – which is too small to meet the needs of the target population. The new 8,500 sq ft center will be located inside the city limits of Miami Gardens at Miami Gardens Drive and 12th Avenue. This will be a unique facility to provide children, adults, and seniors with medical, dental and Behavioral Health services.

12. Describe plan for identification of participants for inclusion in the population to be served in the project:

JTCHC has partnered with the city of Miami Gardens on this project and has their support in planning community outreach to include all residents of Miami Gardens. The city has conducted its own assessment of residents needs and identified the populations in need of a medical home to be served by the new facility. JTCHC will work with the 24 Elementary schools in the city to inform children and families of the services available. JTCHC will also work with the Jackson North Medical Center hospital to develop an ER diversion program that will identify those who do not have a primary care provider and are using the Emergency Room for non-emergency visits.

13. How will access to primary care access system services be enhanced by this project?

The current JTCHC Norland center is a small center located at the back end of a shopping plaza. Construction on the road adjacent to the Norland Center over the last 3 years has frequently blocked the main entrance and makes it very difficult to find the front of the clinic. One physician and one dentist provide services utilizing 3 exam rooms and 2 operatories, respectively. Demand for services is increasing and will soon exceed capacity. Last year 2,765 patients were seen and 8,261 visits were provided. The proposed new facility will be centrally located within Miami-Gardens, and at the cross roads of a major avenue, allowing for easy access. A larger facility will allow for the expansion of the primary care infrastructure in an area designated as both a Health Provider Shortage Area and Medically Under-Served Area (HPSA/MUA).

The new facility will increase the capacity of adult medical and dental services from 2,000 sq ft to 8.500 sq ft, with 12 exam rooms and 4 dental operatories, and allow for the addition of pediatric and OB/GYN services which is currently not available at the Norland center, but much needed by the community. An estimated additional 3,800 patients and 13,400 visits will be provided to the community.

A major consideration in the project design is the service accommodations for seniors, adults, and children in need of a comprehensive medical home. The unique design of the center creates separate units and lobbies that can be tailored to age-specific needs and preferences, i.e. a children's unit, an adult unit and one for seniors, further enhancing access and the likelihood of the target population seeking health care in a consistent manner, increasing the probability of a successful health outcome.

Additionally, the close proximity of the new facility to the hospital serving the Miami-Gardens area, Jackson North Medical Center, allows for an effective ER diversion program. This, along with the extended hours, will assist in reducing the amount of unnecessary emergency room visits and preventable hospitalizations, as residents are encouraged and educated to come to the center for non-emergency events.

14. Does the enhancement include hours of operation after 5:00 pm and/or on weekends at existing sites, or the establishment of a new clinic site?

The enhancements include both the establishment of a new facility and extended hours at that facility from 8am -8pm during the week and 10am-2pm on Saturdays.

15. Describe your capability to serve minority and culturally diverse populations:

In 1967, community leaders and compassionate physicians from the University of Miami founded the organization to address the medical needs of African-Americans in Miami-Dade who were often relegated to the fringes of medicine and denied access to hospitals and physician services. Over the years, JTCHC has continued to address the barriers faced by all minorities (African Americans, Hispanics, Haitians and others) which are not solely racial, but also economic, cultural and educational. For 45 years, JTCHC has provided high quality medical, dental, mental health and substance abuse services to our patients without regard to socio-economic status, ethnic/ racial affiliation or insurance coverage. JTCHC has the distinction of being the 1st Community Health Center in the state of Florida and among the first 5 in the nation. In 2011, JTCHC also became the first center in Florida to receive the Joint Commission certification of a Primary Care Medical Home

JTCHC is one of the largest minority employers in Miami-Dade, and the multi-cultural, multi-lingual staff are representative of the community they serve. Employees receive training in cultural-competency skills and in cultural sensitivity. Signage and important information and educational materials are available in 3 languages (English/Spanish/Creole). JTCHC maintains a "language bank" that lists languages spoken by employees who can be utilized as translators, and subscribes to a translation service that can be accessed over the phone to communicate with patients in any language.

Furthermore, the JTCHC Board of Directors is composed of minorities, many of whom live in the community and access care at JTCHC.

16. Describe how you will identify and address health care diversity issues as well as health care literacy barriers:

JTCHC understands that it is critical to assess each patient individually and not make cultural assumptions about a patient's beliefs or health practices. All JTCHC

employees receive training in Cultural Competency as part of their initial orientation when hired. JTCHC Care Team members ask patients and the families to define what they perceive as the cause of illness and what health practices the patient continues to follow, such as the use of herbal/folk remedies. Assessment forms in the Electronic Health Record are used to document patients' preferred language, learning needs, and learning styles, and are utilized in the development of an individualized culturally- sensitive teaching plan. The patient's concept of the illness and its cause help the Care Team to assess and prioritize learning needs and to incorporate cultural beliefs into the plan of care. Educational materials in the patient's preferred language and teaching techniques that are culturally relevant for the patient and family are available.

JTCHC also understands that "Literacy matters in health care because life threatening or potentially harmful mistakes may happen when people cannot read or understand written information" (Osborne, 2005, p. 11). Patients with poor reading skills may have difficulty analyzing instructions or synthesizing new information into existing behavior patterns, resulting in non-adherence with the plan of care. To effectively facilitate learning, the JTCHC Care Team evaluates a patient's literacy level and learning needs and addresses these issues when planning and delivering instructions. Most of the print material distributed is at a fifth grade reading level, which is understandable to the greatest number of patients. Printed material in conjunction with other teaching strategies, are employed to enhance patient learning.

17. Describe measures and data sources that you will use to evaluate the effectiveness of each initiative comprising your project:

The new facility in Miami-Gardens will be incorporated into the existing financial and clinical performance measures at JTCHC that are used to assess both the Quality and Quantity of care. These include the following:

- Number of patients and patient visits
- Patient demographics and payor source
- Preventive services (percent immunized, cancer screenings, oral health screenings, well-child visits, etc.)
- Chronic disease management (number with controlled BP, number of diabetics with A1c below 9, asthmatics, etc.)
- Diagnostic and treatment services by ICD-9 and CPT codes, and by provider
- HEDIS measures
- Joint Commission and NCQA Primary Care Medical Home standards
- Pharmaceutical analysis by diagnoses, by provider and by utilization
- Service Utilization reports
- Patient satisfaction reports

Data sources that JTCHC uses are reports generated from our own EHR system (Intergy & Dentrix) and from Practice Analytics, a report writing tool that pulls data out of Intergy.

18. Describe data collection and reporting capabilities including systems and staffing resources, provide a reporting template:

JTCHC has the capability of collecting data from a comprehensive list of reporting systems that includes the following:

- Intergy/ Vitera Practice Management system reports (financial and clinical)
- Practice Analytics – a report writer that aggregates data from Intergy
- AMALGA- a health vault that collects patient information/data from various sources such as hospitals, specialists, school-based clinics, primary physician, etc.
- Dashboards on important clinical and financial measures
- Dentrix (oral Health Electronic Record)
- CareWare (HIV reporting tool for Ryan White programs)
- Meaningful Use reports
- Patient registries generated from Intergy or AMALGA

The federal Unified Data Set (UDS) is the major template used for reporting purposes.

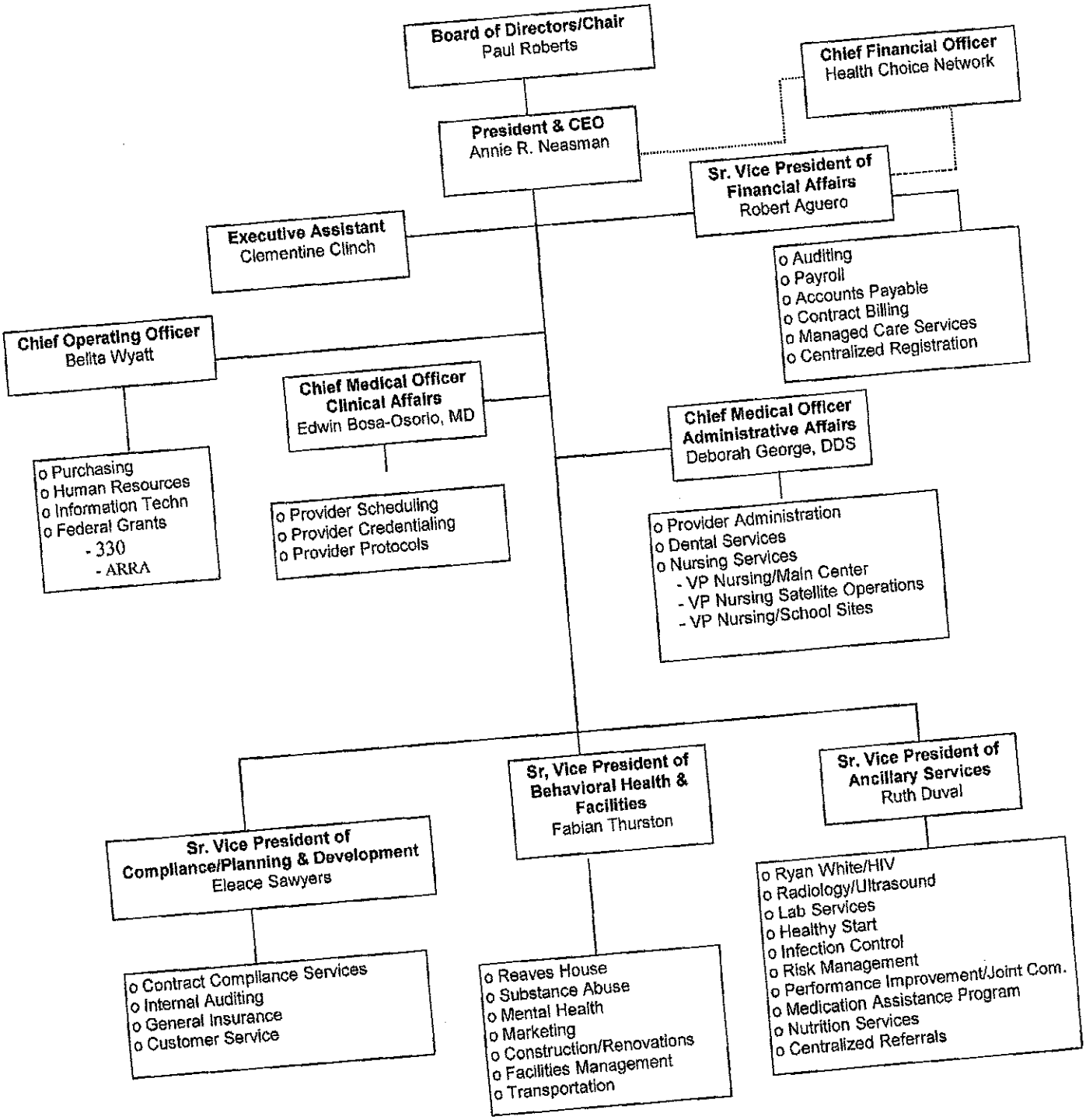
JTCHC staffing resources for reporting includes MIS personnel, a Data Analyst, and personnel at the Health Choice Network where the servers are housed and maintained.

19. Provide a letter of commitment from the local match fund source on that entity's letterhead: See attachment

Please attach an excel document with your itemized budget for your project. Keep in mind that if you are awarded a project grant, your financial reporting will be compared to this budget during the project period.

Selected entities will be required to complete required documentation needed for identification and payment processes for the Florida Medicaid Management Information System (FMMIS) if not a Medicaid provider at the time of selection.

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
EXECUTIVE ORGANIZATIONAL CHART



DATE: 07/31/12

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169

Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE / ITEM DESCRIPTION	SINGLE BLDG QUANTITY	UNIT	1ST BLDG S/C	Federal 57.73%	State 42.27%	TOTAL
DIVISION: 01 GENERAL	8,500	SF	$ 75,570	$ -	$ 75,570	
01						
TOTAL DIVISION - GENERAL CONDITIONS			$ 75,570	$ -	$ 75,570	$ 75,570
DIVISION: 02 SITE WORK	8,500	SF	$ 246,500	$ -	$ 246,500	
02						
TOTAL DIVISION - SITE WORK & DEMOLITION			$ 246,500	$ -	$ 246,500	$ 246,500
DIVISION: 03 CONCRETE	8,500	SF	$ 206,130	$ -	$ 206,130	
03						
TOTAL DIVISION - CONCRETE			$ 206,130	$ -	$ 206,130	$ 206,130
DIVISION: 04 MASONRY	8,500	SF	$ 173,660	$ 100,250	$ 73,410	
04						
TOTAL DIVISION - MASONRY			$ 173,660	$ 100,250	$ 73,410	$ 173,660
DIVISION: 05 METALS	8,500	SF	$ 76,500	$ 44,160	$ 32,340	
05						
TOTAL DIVISION - METALS			$ 76,500	$ 44,160	$ 32,340	$ 76,500
DIVISION: 06 WOOD AND PLASTICS	8,500	SF	$ 42,500	$ 24,540	$ 17,960	
06						
TOTAL DIVISION - WOOD AND PLASTICS: CARPENTRY & MILLWORK			$ 42,500	$ 24,540	$ 17,960	$ 42,500
DIVISION: 07 THERMAL AND MOISTURE	8,500	SF	$ 42,500	$ 24,540	$ 17,960	
07						
TOTAL DIVISION - THERMAL AND MOISTURE: ROOFING			$ 42,500	$ 24,540	$ 17,960	$ 42,500
DIVISION: 08 DOORS AND WINDOWS	8,500	SF	$ 114,750	$ 66,250	$ 48,500	
08						
TOTAL DIVISION - DOORS AND WINDOWS			$ 114,750	$ 66,250	$ 48,500	$ 114,750

DATE: 07/31/12

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE / ITEM DESCRIPTION	SINGLE BLDG QUANTITY	UNIT	1ST BLDG S/C	Federal 57.73%	State 42.27%	TOTAL
DIVISION: 09 FINISHES	8,500	SF	$ 170,000	$ 98,140	$ 71,860	
09						
TOTAL DIVISION - FINISHES			$ 170,000	$ 98,140	$ 71,860	$ 170,000
DIVISION: 10 SPECIALTIES	8,500	SF	$ 38,250	$ 22,080	$ 16,170	
10						
TOTAL DIVISION - SPECIALTIES			$ 38,250	$ 22,080	$ 16,170	$ 38,250
DIVISION: 11 EQUIPMENT	8,500	SF	$ 17,000	$ 9,810	$ 7,190	
11						
TOTAL DIVISION - EQUIPMENT			$ 17,000	$ 9,810	$ 7,190	$ 17,000
DIVISION: 12 FURNISHINGS	8,500	SF	$ 42,500	$ 24,540	$ 17,960	
12						
TOTAL DIVISION - FURNISHINGS			$ 42,500	$ 24,540	$ 17,960	$ 42,500
DIVISION: 13 MECHANICAL						
PLUMBING	8,500	SF	$ 144,500	$ 83,420	$ 61,080	
13						
MECHANICAL: HEATING AND VENTILATION	8,500	SF	Excluded	Excluded	Excluded	
13						
MECHANICAL: AIR CONDITIONING	8,500	SF	$ 110,080	$ 63,550	$ 46,530	
13						
MECHANICAL: SPRINKLERS	8,500	SF	$ 58,230	$ 33,620	$ 24,610	
13						
TOTAL DIVISION - MECHANICAL			$ 312,810	$ 180,590	$ 132,220	$ 312,810
DIVISION: 14 ELECTRICAL	8,500	SF	$ 182,750	$ 104,950	$ 77,800	
14						
TOTAL DIVISION - ELECTRICAL			$ 182,750	$ 104,950	$ 77,800	$ 182,750
DIVISION: 15 CONTRACTORS SERVICES	8,500	SF	$ 140,250	$ -	$ 140,250	
15						
TOTAL DIVISION - CONTRACTOR'S FEES			$ 140,250	$ -	$ 140,250	$ 140,250

DATE: 07/31/12

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE / ITEM DESCRIPTION	SINGLE BLDG QUANTITY	UNIT	1ST BLDG S/C	Federal 57.73%	State 42.27%	TOTAL
DIVISION: 16 ARCHITECT'S FEES	8,500	SF	$ 119,000	$ 119,000	$ -	
16						$ 119,000
TOTAL DIVISION - ARCHITECTS'S FEES			$ 119,000	$ 119,000	$ -	
TOTAL CONSTRUCTION COSTS			$ 2,000,670	$ 818,850	$ 1,181,820	$ 2,000,670
Contingencies (@ 10%)			$ 200,070	$ 81,890	$ 118,180	$ 200,070
			$ 2,200,740	$ 900,740	$ 1,300,000	$ 2,200,740
Equipment & Furniture			$ 286,900	$ 286,900	$ -	$ 286,900
Permit & Impact Fees			$ 124,960	$ 124,960	$ -	$ 124,960
Security & Low Voltage Wiring			$ 20,000	$ 20,000	$ -	$ 20,000
Soft Costs			$ 244,120	$ 244,120	$ -	$ 244,120
Administration & Legal			$ 275,340	$ 275,340	$ -	$ 275,340
Project Inspection Fees			$ 25,000	$ 25,000	$ -	$ 25,000
TOTAL PROJECT COST			$ 3,177,060	$ 1,877,060	$ 1,300,000	$ 3,177,060

Management and Budget
111 NW 1st Street • 22nd Floor
Miami, Florida 33128-1926
T 305-375-5143 F 305-375-5168

MIAMI-DADE COUNTY

miamidade.gov

July 26, 2012

Annie R. Neasman
President/CEO
Jessie Trice Community Health Center, Inc.
5607 NW 27 Avenue, Suite #1
Miami, FL 33142

Dear Ms Neasman:

On November 2, 2004, Miami-Dade County voters approved the passage of all eight bond questions relating to the Building Better Communities General Obligation Bond (BBC-GOB) Program. The BBC-GOB includes a line item, Project No. 305 – Primary Health Care Facilities, with a total allocation equal to $25 million.

On July 17, 2008, the Miami-Dade Board of County Commissioners approved Resolution No. R-855-08 allocating $4 Million for Project No. 305 – Primary Health Facilities to Jessie Trice Community Health Center, Inc (Jessie Trice). A copy of Resolution No. R-855-08 is attached. This allocation was provided to Jessie Trice for the intended purpose of expanding healthcare facilities.

We understand that Jessie Trice is seeking to increase access to primary care services in Miami-Dade County by applying for Primary Care Low Income Pool (LIP) grant. Jessie Trice has a total of $1,300,000 available for local match with $422,700 available during this fiscal year (ending September 30, 2012) and $877,300 available during the next fiscal year (FY 2013), which amounts, and the timing thereof, are subject to modification by the Board of County Commissioners, in its sole discretion, via budget amendments and by the Mayor and/or Mayor's designee, pursuant to Miami-Dade County Implementing Order 3-47, via cash-flow revisions for funding of the Project.

Jessie Trice continues to be an essential part of the County's network of Federally Qualified Health Centers (FQHC's) which provides critical primary care services to our most vulnerable residents. We support their efforts to expand healthcare services in our community.

Sincerely,

Jennifer Moon, Director
Office of Management and Budget

Attachment

c: Janet Perkins, Executive Director, Office of Countywide Healthcare Planning

jgm06812

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

Memorandum

MIAMI-DADE COUNTY

Amended
Agenda Item No. 9(A)(5)

Resolution No. R-855-08

Date: July 17, 2008

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

From: George M. Burgess
County Manager

Subject: Resolution Approving the Allocation in an amount equal to $10 Million from Building Better Communities General Obligation Bond Program Project No. 305 – "Primary Health Care Facilities" to Borinquen Health Care Center, Inc.; Camillus Health Concern, Inc.; Helen B Bentley Family Health Center, Inc.; and Jessie Trice Community Health Center, Inc. #R-855-08

At the June 17, 2008 Board of County Commissioners ("Board") meeting, the Board approved an allocation in an amount equal to $2 million from the Building Better Communities General Obligation Bond Program (the "BBC Program") Project No. 305 – "Primary Health Care Facilities" (the "Primary Health Care Facilities Fund") to Citrus Health Network, Inc. ("Citrus Health Network") for the purchase of a facility. This allocation was approved by the Board by motion due to time constraints associated with the negotiation and purchase of the facility. The remaining four community health centers are presented in this request.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the allocation in an amount not to exceed $10 million from the BBC Program Primary Health Care Facilities Fund to Borinquen Health Care Center, Inc. ($2.4 million); Camillus Health Concern, Inc. ($.6 million); Helen B Bentley Family Health Center, Inc. ($3 million); and Jessie Trice Community Health Center, Inc. ($4 million) for the construction and expansion of their primary care facilities. It is anticipated that these facility expansions will result in an increase in available clinics, programs, services, patients served, visits and primary care facility capacity throughout Miami-Dade County. BBC Program Grant Agreements will be executed based on each community health center's readiness to move forward and as funding permits. Borinquen Health Care Center's construction of new site is tentatively proposed for either District 6 or District 10, and currently serves the residents of District 3; Camillus Health Concern's proposed expansion of existing facility and possibly a mobile clinic is in District 3, and currently serves Districts 3, 5 and 7; Helen B. Bentley Family Health Center's proposed expansion of existing facility is in District 7, and currently serves the residents of Districts 5, 6, 7 and 10; and Jessie Trice Community Health Center's construction of new site is proposed for District 3, its proposed expansion is in District 2, and currently serves the residents of Districts 1, 2, 3 and 6.

Scope

The combined primary service areas of these four primary health care centers and their satellites, which are classified as Federally Qualified Health Centers (FQHCs), serve Commission Districts 1, 2, 3, 5, 6, 7,10, and 11. The proposed expansion and planned improvements of the FQHCs will impact patients in the Commission Districts within this expansive service area. Three previously awarded FQHCs, Miami Beach Community Health Center, Community Health of South Florida, and Citrus Health Network, serve the remaining Commission Districts 4, 8, 9, 12, and 13 . Collectively, the seven FQHCs serve the entire County.

Fiscal Impact/Funding Source
The fiscal impact of $10 million will be funded by the BBC Program Primary Health Care Facilities Fund.

Track Record/Monitor
These four FQHCs have a long history of providing comprehensive, high quality and cost-efficient health care to the underserved communities of Miami-Dade County. These professionally recognized health centers are the primary medical home for tens of thousands of patients, serving as a dependable long-term solution to the growing shortage of affordable health care services. Monitoring of this BBC Program allocation will be handled jointly by the Office of Countywide Healthcare Planning (medical equipment and clinical facilities) and the Office of Capital Improvements (general structural and facilities improvements). Payments will be made on a reimbursement basis in accordance with the BBC Program Grant Agreements.

Background
On July 20, 2004, the Board approved eight resolutions to be placed on the ballot for the November 2, 2004 election. Resolution No. 916-04 provides funds to construct and improve emergency and healthcare facilities and includes a line item for BBC Program Project No. 305 - Primary Health Care Facilities with a total allocation equal to $25 million.

The Office of Countywide Healthcare Planning (OCHP) has been tasked with leading the planning efforts and allocation recommendations for the Primary Health Care Facility Fund among the FQHCs. To date $15 million has been allocated to FQHCs: $8 million was allocated on December 20, 2005 for the purchase and renovation of the Miami Beach Community Health Center; $5 million was allocated on November 6, 2007 for the construction and expansion of primary care facilities of Community Health of South Florida; and $2 million was allocated on June 17, 2008 for the purchase of a new site for Citrus Health Network to provide primary care services.

The recommendation to allocate the remaining $10 million in Primary Health Care Facilities Funds for these four FQHCs is projected to result in total improvements in the ability to serve approximately 9,000-15,000 additional patients at all 4 FQHCs in the first year of full operations after construction is completed at all four FQHCs, representing approximately 25,000-50,000 patient visits. It is estimated that this allocation will leverage between $5 million to $13 million in additional funds (combined operational and capital dollars). It is projected that a total increase of approximately 20,000 to 26,000 square feet of primary care space will result.

We recommend FQHCs receive the Primary Health Care Facilities Funds because they are designated by the federal Health Resources and Services Administration's Bureau of Primary Care to provide primary care services to the County's underserved and uninsured. Each FQHC receives federal funding to offset the cost of providing charity care including enhanced Medicaid and Medicare reimbursement rates. In Miami-Dade County, there are seven FQHCs operating twenty-two different clinic sites, providing services to residents in all thirteen Commission districts.

The existing County network of FQHCs serves diverse populations and provides the County with critical primary care services including chronic disease management. FQHCs are safety

net providers, serving the uninsured and low-income. Approximately 20% of the patients at the FQHCs are enrolled in Medicaid, with more than 60% of their patients uninsured. The FQHC patient population includes 35% Black and 53% Hispanic. In 2007, the four FQHCs served more than 60,000 patients, totaling more than 225,000 visits. These FQHCs offer comprehensive services to the uninsured, underserved, and low-income population. Primary care services include family health, pediatrics, OB/GYN, pharmacy, optometry, radiology, oral health, laboratory services, and immunizations.

The existing County network of FQHCs reaches a diverse element of the population and provides the County with increases in primary care services including chronic disease management. A multifaceted plan can reduce the physical and financial costs of chronic disease, through enhanced community health systems, self-management, delivery systems, and clinical information systems.

OCHP has worked collaboratively with the FQHCs to develop an allocation methodology that distributes the Primary Health Care Facilities Funds. These FQHCs represent the primary care providers who have the greatest opportunities to leverage this capital funding into an even greater amount of additional capital and more importantly, to generate the operating funds needed to turn these new facilities into functional clinical services.

To ensure that Primary Health Care Facilities capital funding is invested in facilities that will provide a medical home for each patient, sustainable health services, and the ability to maximize leveraged funding and reimbursement, OCHP continues to work closely with the individual FQHCs and their administrative services organization, Health Choice Network, in developing a comprehensive plan, as well as streamlining the facility enhancements to ensure an increase in primary care facilities, services, visits and patients. OCHP's collaborative planning with each FQHC will result in additional capital and operational dollars as match funds for the Primary Health Care Facilities Fund. The Primary Health Care Facilities Funds will only be used for capital costs and not for working capital and operations.

This recommendation was presented to the Building Better Communities Citizens' Advisory Committee at their meeting of May 1, 2008. After hearing an explanation of the subject item at that meeting, there was a consensus among the members of the Committee that the item should be considered by the Board after committee review. It is recommended that the BCC approve the allocation to Borinquen Health Care Center, Inc.; Camillus Health Concern, Inc.; Helen B. Bentley Family Health Center, Inc.; and Jessie Trice Community Health Center, Inc. from the Primary Health Care Facilities Fund.

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: July 17, 2008

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

SUBJECT: Amended Agenda Item No. 9(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**

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Amended
Agenda Item No. 9(A)(5)
7-17-08

Approved _____ Mayor
Veto _____
Override _____

RESOLUTION NO. R-855-08

RESOLUTION APPROVING ALLOCATIONS FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 305 – "PRIMARY HEALTH CARE FACILITIES" TO BORINQUEN HEALTH CARE CENTER, INC. IN AN AMOUNT EQUAL TO $2.4 MILLION, CAMILLUS HEALTH CONCERN, INC. IN AN AMOUNT EQUAL TO $.6 MILLION, HELEN B. BENTLEY FAMILY HEALTH CENTER, INC. IN AN AMOUNT EQUAL TO $3 MILLION, AND JESSIE TRICE COMMUNITY HEALTH CENTER, INC. IN AN AMOUNT EQUAL TO $4 MILLION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves an allocation from the Building Better Communities General Obligation Bond Program Project No. 305 – "Primary Health Care Facilities" to: (a) Borinquen Health Care Center, Inc. in an amount equal to $2.4 million (with $500,000 allocated to be used within the North Miami area and the balance to fund the construction of a new primary care facility in Commission District 6); (b) Camillus Health Concern, Inc. in an amount equal to $.6 million; (c) Helen B. Bentley Family Health Center, Inc. in an amount equal to $3 million; and (d) Jessie Trice Community Health Center, Inc. in an amount equal to $4 million for the purpose of increasing health care facilities in our community.

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

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

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	nay		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 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.

GBK

Geri Bonzon-Keenan

EXHIBIT B
TO RESOLUTION

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("JTCHC") is entered into this _____ day of _____, 2013.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, pursuant to Resolution No. R-855-08 this Board previously allocated $4,000,000 million from BBC Program Project No. 305 to JTCHC (the "Funding Allocation") to be used to fund expansion of existing space as well as construction of new clinical space; and

WHEREAS, to date JTCHC has expended $2,700,000 of the Funding Allocation, such that $1,300,000 of the Funding Allocation remains unexpended (the "Remaining Allocation"; and

WHEREAS, JTCHC will construct a new clinic facility located at on a two-acre parcel of land currently owned by the County and leased to JTCHC pursuant to a Lease Agreement between the County and JTCHCH, a copy of which is attached hereto as Attachment "A" (the "Lease") and incorporated in this Agreement by this reference (the "Property"); and

WHEREAS, the Property is located at N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the new health care facility is approximately 8,500 to 9,000 square feet in size, is designed to provide and will provide primary health care and dentistry services to area residents, irrespective of ethnicity, immigration status, or ability to pay, and will, at a minimum, consist of four (4) separate clinics (1. Primary care facility; 2. Pediatric services (with 4 exam rooms); 3. Dental center; and 4. Laboratory and behavioral services) all as more specifically described in Exhibit 1 to this Agreement (the "Project" or "New Clinic"); and

WHEREAS, in order to raise additional funds needed to construct the New Clinic, JTCHC submitted a low income pool application to the State of Florida (the "State") for

the receipt of Low Income Pool grant funds ("LIP Grant Funds"), a copy of which is attached as Attachment "B" to this Agreement (the "Grant Application") and incorporated in this Agreement by this reference; and

WHEREAS, the State's allocation from LIP Grant Funds to fund the Project requires a local match by the County equal to $1,300,000 (the "Local Match"), which, subject to award of LIP Grant Funds to JTCHC for the Project, the County has agreed to provide to the State as a grant which will be funded from a portion of the $4,000,000 previously allocated from the BBC Program Project No. 305 to JTCHC; and

WHEREAS, subject to award of LIP Grant Funds to JTCHC for the Project, the Remaining Allocation shall be disbursed to the State as the Local Match for LIP Grant Funds (the "State Funding Cycle Allocation"); and

WHEREAS, subject to satisfaction of certain conditions precedent, the County and the State will enter into a Letter Agreement whereby the State has agreed that the State Funding Cycle Allocation shall be used solely to fund capital improvements at the New Clinic, all as more particularly described in the Letter Agreement, a copy of which is attached hereto as Attachment "C" to this Agreement (the "Letter Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, pursuant to the Letter Agreement, the State will transfer an amount equal to no less than $1,300,000 to JTCHC and, pursuant to the terms of this Agreement, JTCHC has agreed to immediately deposit such amount into the escrow deposit account specified herein and established pursuant to the terms of the Escrow Deposit Agreement by and among the County, JTCHC and TD Bank, N.A. dated _____ (the "Escrow Account"); and

WHEREAS, disbursements from the Escrow Account will be governed by the terms of this Agreement and the escrow deposit agreement by and among JTCHC, the County and TD Bank, N.A., a copy of which is attached as Attachment "D" to this Agreement (the "Escrow Deposit Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, the Project is estimated to cost $3,075,467 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program bond proceeds and the execution of subsequent agreement(s) between the County and JTCHC; and

WHEREAS, as consideration for, among other things, the County's agreement to lease the Property, provide the Local Match, JTCHC has agreed to enter into and abide by the terms of the Escrow Deposit Agreement and this Agreement and comply with all applicable BBC Program's Administrative Rules, which are attached as Attachment "E" (the "BBC GOB Administrative Rules") and incorporated in this Agreement by this reference, as if JTCHC had received the State Funding Cycle Allocation directly; and

WHEREAS, the County and the Board of Directors of the JTCHC have authorized, by resolution, their respective representatives to enter into this Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are JTCHC and the County. The County has delegated the responsibility of administering this Funding Agreement to the County Mayor or the County Mayor's designee, who shall be referred to herein as the "County Mayor."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Allocation and Payment Schedule:** A Project funding plan identifying the State Funding Cycle Allocation to be funded by the County solely from BBC Program bond proceeds, the costs to be funded by JTCHC through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation, and the amount funded to date, if any, is attached as Exhibit 1. The County agrees to provide solely from the BBC Program bond proceeds for the State Funding Cycle Allocation an amount equal to $1,300,000. This amount represents a portion of the amount necessary to complete the Project.

It is anticipated that, in accordance with the terms of the Letter Agreement, the State will remit to JTCHC an amount equal to $1,300,000 no later than June 15, 2013 for the sole purpose of funding the Project. JTCHC agrees that it shall deposit $1,300,000 in the Escrow Account immediately upon receipt of such amount from the State and that the amounts on deposit in such Escrow Account shall be subject to disbursement in accordance with the terms of this Agreement and the Escrow Deposit Agreement.

The County's obligation to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures shall be provided in accordance with the BBC GOB Administrative Rules. JTCHC agrees that the County's authorized signatory for purposes of the Escrow Deposit Agreement will only authorize disbursement of funds from the Escrow Account after JTCHC's satisfaction of all of the reimbursement requirements set forth in this Agreement and the BBC GOB Administrative Rules, including, but not limited to, the provisions of Article III, Section 1 applicable to the Project. Miami-Dade County shall only be obligated to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project. JTCHC shall be solely responsible for submitting all documentation, as required by this Agreement and by the BBC GOB Administrative Rules, to the County Mayor.

Pursuant to the Escrow Deposit Agreement, interest earned on the funds on deposit in the Escrow Account shall be paid to the County after all of the State Funding Cycle Allocation has been disbursed.

Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the State Funding Cycle Allocation. Cost overruns are the sole responsibility of JTCHC.

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Section 3. **Project Description:** JTCHC may only use the amounts on deposit in the Escrow Account for the purpose of constructing and/or equipping the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Project must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least twenty-five (25) years from the completion of the Project, JTCHC shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. JTCHC agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project.

If JTCHC wishes to revise the Project for the purpose of completing the Project and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 4. **Project Budget:** JTCHC agrees to demonstrate fiscal stability and the ability to administer the Remaining Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. The Project budget is attached as Exhibit 1. Further, JTCHC agrees that all expenditures will be subject to the terms of this Agreement. If JTCHC wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 5. **[INTENTIONALLY OMITTED]**

Section 6. **Report Deadline:** To demonstrate that the funds disbursed from the Escrow Account have been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that JTCHC has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to the State Funding Cycle Allocation award, JTCHC must submit to the County Mayor, a written report documenting that JTCHC is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. JTCHC shall also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that JTCHC is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and accounting for

the expenditure of funds reimbursed from funds on deposit in the Escrow Account be prepared by an independent certified public accountant at the expense of JTCHC.

The County Mayor must approve these reports for the JTCHC to be deemed to have met all conditions of disbursement of amounts on deposit in the Escrow Account.

Section 7. **Program Monitoring and Evaluation:** The County Mayor may monitor and conduct an evaluation of JTCHC's operations and the Project, which may include visits by County representatives to: observe the Project or JTCHC's programs, procedures, and operations; discuss JTCHC's programs with JTCHC's personnel; and/or evaluate the public impact of the Project. Upon request, JTCHC shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that JTCHC is not in compliance with the terms of this Agreement or the BBC GOB Administrative Rules or for other reasons which significantly impact on JTCHC's ability to fulfill the conditions of this Agreement, then the County Mayor must provide in writing to JTCHC, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on JTCHC's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If JTCHC refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his discretion, may take other actions which may include disapproval of disbursement requests from the Escrow Account until such time as JTCHC can demonstrate that such issues have been corrected. Further, in the event that JTCHC does not expend the disbursements from the Escrow Account for the Project or uses any portion of the disbursements from the Escrow Account for costs not associated with the Project and JTCHC refuses or is unable to address the areas of concern, then the County Mayor may also institute a moratorium on applications from JTCHC to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

If the Project involves construction work, JTCHC shall: notify the County Mayor of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Mayor all plans and specifications and receive the approval of the County Mayor prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Bank Accounts and Bonding:** JTCHC shall disclose in writing, the identity and title of individuals whom JTCHC authorizes to withdraw funds from the Escrow Account. The Escrow Account must be segregated from other accounts maintained by or for JTCHC. All persons authorized to withdraw funds from the Escrow Account must be bonded by a reputable licensed firm.

Section 9. **Accounting, Financial Review, Access to Records and Audits:** JTCHC shall maintain accurate and complete books and records for all receipts and expenditures of any amounts disbursed from the Escrow Account and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made

in conjunction with or reimbursed from funds disbursed from the Escrow Account, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by JTCHC for at least three (3) years after the termination or expiration of this Agreement.

The County Mayor may examine these books, records and documents at JTCHC's offices or other approved site under the direct control and supervision of JTCHC during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of JTCHC, whether or not purported to be related to this Agreement.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with the amounts disbursed from the Escrow Account.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of JTCHC and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to JTCHC (and any affected contractor and materialman) from OIG, JTCHC (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to JTCHC, its contractors and their respective officers, agents and employees. JTCHC shall incorporate the provisions in this section

in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from JTCHC, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of JTCHC.

Section 10. **Publicity and Credits:** JTCHC must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. **Naming Rights, Publicity and Advertisements:** It is understood and agreed between the parties hereto that the Project is funded by Miami-Dade County. Further, JTCHC agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. JTCHC shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. JTCHC shall submit sample of mock up of such publicity or materials to the County for review and approval. JTCHC shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is a funding source.

Section 12. **Relationship of the Parties, Liability and Indemnification:** It is expressly understood and intended that JTCHC is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County department administering this Agreement. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that JTCHC, its officers, agents and employees are independent contractors and solely responsible for the Project.

JTCHC shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the department administering this Agreement, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers'

compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

JTCHC agrees to be responsible for all work performed and all expenses incurred in connection with the Project. JTCHC may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by JTCHC that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that JTCHC shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

Section 13. **Assignment:** JTCHC is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of JTCHC hereunder and JTCHC agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes

disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

JTCHC shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

JTCHC covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of JTCHC and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of the Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

JTCHC shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

JTCHC has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by JTCHC:

(1) If JTCHC uses the amounts disbursed from the Escrow Account for costs not associated with the Project (i.e., ineligible costs), and JTCHC fails to cure its default within thirty (30) days after written notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(2) If JTCHC shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and 15(a)(3) and JTCHC fails to cure its default within thirty (30) days after written

notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(3) If JTCHC fails to deposit $1,300,000 in the Escrow Account immediately upon receipt of such funds from the State, and JTCHC fails to cure its default within three business (3) days after written notice of the default is given to JTCHC by the County.

(4) Any violation by JTCHC of the terms and provisions of the Lease, and JTCHC fails to cure such default within the cure period for such violation set forth in the Lease.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by JTCHC; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(2) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(3) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 15(d)(1) above or 15(d)(4) below, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement;

provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(4) Notwithstanding anything herein to the contrary, in the event that the Lease is terminated in accordance with the provisions of Section 4.05 or Section 21.02 of the Lease, the County shall have the right to terminate this Agreement in accordance with the provisions contained herein.

In the event this Agreement is terminated because of JTCHC's breach of this Agreement, JTCHC will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date JTCHC receives the notice in writing of the breach of this Agreement. Further, JTCHC will be obligated to immediately upon receipt of written direction from the County deposit in the Escrow Account, or a successor account established under the same terms as the Escrow Account, an amount equal to all unauthorized expenditures discovered after the expiration or termination of this Agreement or an amount equal to all lost or stolen Escrow Account funds.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

County Mayor
Miami-Dade County
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Tel. (305) 375-5311
Fax. (305) 375-1262

JTCHC:

Annie R. Neasman RN, MS
President & CEO
Jessie Trice Community Health Care Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, Florida 33142
Tel. (305)805-1700
Fax. (305) 805-1715

With a copy to:
Director
Office of Management & Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Tel. (305) 375-2504
Fax. (305) 375-5168

And

Executive Director
Office of Countywide Healthcare Planning
140 West Flagler Street, Suite 1102
Miami, Florida 33130
Tel. (305) 375-5444
Fax. (305) 372-6357

Section 18. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs/Venue:** In the event that JTCHC or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and JTCHC agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Representation of JTCHC:** JTCHC represents that this Agreement has been duly authorized, executed and delivered by the governing body of JTCHC and

it has granted Annie R. Neasman, its President & CEO, the required power and authority to execute this Agreement. JTCHC agrees to a) maintain the Project for a minimum of twenty-five (25) years; b) keep the Project open safely and properly maintained for all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees. JTCHC also agrees to accept and comply with the BBC GOB Administrative Rules. JTCHC shall be solely responsible for submitting all documentation required by the BBC GOB Administrative Rules to the County Mayor.

Section 22. **Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the County Mayor the required power and authority to execute this Agreement. The County agrees to provide the State Funding Cycle Allocation to the State for the purpose of developing and improving the Project in accordance with each of the attached exhibits. Miami-Dade County shall only be obligated to authorize disbursements from the Escrow Account provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project.

Section 23. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. **Insurance:** JTCHC must maintain and shall furnish to the County, Office of Management and Budget, 111 NW 1st Street, Suite 2200, Miami, Florida 33128, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

Design Stage:

Professional Liability Insurance in the name of the licensed design professional for this project in an amount not less than $1,000,000 per claim.

Construction Stage:

A. Worker's Compensation Insurance for all employees of JTCHC as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction. The policy shall show Miami-Dade County as a loss payee ATIMA.

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, 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 Financial Services and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Section 25. **Special Conditions:**

(a) The Local Match was remitted to the State for the Project with the understanding that JTCHC is performing a public purpose through the programs, projects, and services recommended for support. In addition, in accordance with Section 8 of the Letter Agreement, JTCHC agrees that funding provided to JTCHC by the State shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes. Use of the $1,300,000 received by JTCHC from the State for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Agreement.

(b) In addition, JTCHC agrees that construction of the Project shall be completed no later than five years from the date of execution of the Lease, subject to extension for force majeure events as set forth in the Lease. Issuance of a temporary certificate of occupancy shall be evidence of completion of the Project.

(c) If the Lease is automatically terminated in accordance with Section 4.05 of the Lease or the Tenant terminates the Lease in accordance with Section 21.02 of the Lease, JTCHC covenants and agrees that it shall execute, no later than three (3) days from JTCHC's receipt of the County's written request, the joint written instruction form attached as Exhibit A to the Escrow

Agreement instructing the escrow agent to disburse to the County all monies on deposit in the escrow account. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

on the ____ day of _____, 2013

By: _____
Deputy Clerk

By: _____ _____
County Mayor Date

Jessie Trice Community Health Center, Inc.:

on the ____day of _____, 2013

(JTCHC's Corporate Seal)

Federal Identification # 59-1235617

By_____
(name)
(title)

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

LEASE

THIS LEASE (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 20____ by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord" or "County"), and Jessie Trice Community Health Center, Inc., a Florida non-profit corporation (hereinafter "Tenant" or "Jessie Trice").

RECITALS

WHEREAS, the Landlord is the owner of certain real property, consisting of a vacant parcel of land, located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Miami-Dade County, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the Landlord is willing to lease a portion of the aforementioned vacant parcel of land, consisting of approximately two (2) acres of the southern segment or portion of the property to the Tenant; and

WHEREAS, the Tenant is desirous of entering into a ground lease with the Landlord for the use and future development of the approximate two (2) acres of the vacant parcel of land; and

WHEREAS, the Landlord is willing, and has agreed, pursuant to Section 125.38 of the Florida Statutes, to enter into a ground lease with the Tenant for a term of fifty (50) years, so long as the Tenant, at all times, remains a Florida non-profit entity, occupies the property, develops a Health Center (as described herein below), makes the Health Center open and available to the public, and complies with all of the terms and conditions of this Lease in a timely manner.

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NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the vacant parcel of land described below, and does so in accordance with the terms and conditions of this Lease as described herein.

ARTICLE 1
INCORPORATION OF RECITALS

1.01 The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

ARTICLE 2
DEFINITIONS

1. The words "Commencement Date" shall mean the date when actual and beneficial occupancy of the Tenant commences. As of the Commencement Date, the Tenant is authorized to take possession of the Premises. The Commencement Date shall occur on the sixtieth (60th) calendar day after the Landlord provides the Tenant with the results of Landlord's most recent environmental assessment of the Premises. The Commencement Date shall be memorialized by the Landlord in a notice to the Tenant.

2. The words "Development Concept" shall mean and refer to the overall site plan, building elevations, space plans, configuration of Improvements and program summary as articulated for by the Project, in draft, which, in its current version as of the Execution Date is illustrated in "Exhibit B", and incorporated herein by reference.

3. The words "Execution Date" shall mean the date that this Lease takes effect and is legally binding upon the parties. The Execution Date is the date that this Lease is signed by the Landlord, after its approval by the Board of County Commissioners.

4. The words "Health Center" shall mean a new health care facility, with a minimum of 8,500 square feet in size, that provides primary health care, dentistry, and behavioral health services to area residents, regardless of ethnicity, immigration status, or ability to

pay, and at a minimum, consisting of four (4) separate clinics: 1) Primary care for adults; 2) Pediatric Services; 3) Dental Center; and 4) Obstetrics and Gynecology.

5. The word "Improvements" shall mean any and all infrastructure, hardscaping, landscaping, parking areas (including any garage), facilities, or amenities, and any and all related installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed on or about the Premises.

6. The words "Lending Institution" or "Lender" means any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, or other financial institution or governmental agency authorized to transact business in the State of Florida, and which customarily provides service or otherwise aids in the financing of mortgages on real property located in the State of Florida, or any federal, state, or local governmental authority.

7. The words "Plans and Specifications" shall mean the plans and specifications for all the work in connection with the construction and build-out of the Health Center building for the Project, for what is shown in the Development Concept, and shall include any changes, additions or modifications thereof, provided the same are approved as provided for by the Landlord herein.

8. The word "Premises" shall mean the two (2) acres of vacant land legally described in Section 3.03 hereof, being leased by the Landlord to the Tenant for the development of the Project. The County-owned property is located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), Miami Gardens, Florida (Folio No.: 34-2108-007-0011). See map of the Premises, shown in "Exhibit A". The Premises is further described in Article 3, of this Lease.

9. The word "Project" shall mean the overall development on the Premises which will consists of a Health Center, along with any and all Improvements, on or about the Premises.

ARTICLE 3
DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. A geographical area comprised of two (2) acres located within the vacant parcel of land described in this Section 3.02, which is located in the City of Miami Gardens, as more fully described in this Article 3.

Property Address: Legal Description:	N/A The East 4.99 acres of Tract 1 of CAROL CITY, according to the plat thereof recorded in Plat Book 57 at page 20 of the Public Records of Dade County, Florida, being more particularly described as follows: The East 418.78 feet of said Tract 1. Containing 4.99 Acres more or less.

3.03 The Legal Description for the Premises is the following:

The South 208.36 feet of the East 418.78 feet of Lot 1 according to the plat of "Carol City" recorded in Plat Book 57, Page 20 of the Public Records of Miami-Dade County, lying in Section 8, Township 52 South, Range 41 East, in Miami-Dade County, Florida; containing two acres, more or less.

3.04 The Premises is graphically depicted on the attached map, marked "Exhibit A" and incorporated herein by reference.

3.05 Landlord and Tenant agree that the square footage of the Premises is approximately two (2) acres, and further that the square footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.06 Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant which accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises, including but not limited to environmental conditions, and/or whether it is fit for any particular purpose.

ARTICLE 4
TERM

4.01 The term of this Lease shall commence on the Execution Date. Tenant hereby agrees that this Lease shall expire on the fiftieth (50th) anniversary of the Execution Date, with or without notice to the Tenant (hereinafter the "Expiration Date"), so long as Tenant complies with all of the terms and conditions herein, including the requirements to meet certain "milestones" within the first two (2) years of this Lease.

4.02 The Tenant agrees that it shall provide the Landlord with notice of its intent to vacate the Premises one hundred eighty (180) calendar days prior to the Expiration Date. However, the parties further agree that should the Tenant fail, for any reason whatsoever, to notify the Landlord of its intention to vacate the Premises on or before the Expiration Date, that this Lease shall still expire on the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Further, Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

4.03 If Tenant shall be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such

month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rent based upon the terms and conditions found in Section 5.02.

4.04 The Tenant acknowledges and agrees that even though the Commencement Date of this Lease occurs after the Execution Date, that the Execution Date shall be the first (1st) day for the term of this Lease.

4.05 Limitation of the Term. Notwithstanding and prevailing over anything to the contrary in this Lease, should the Tenant fail to timely meet any or all of the milestones listed in Section 6.02 of this Lease within two (2) years from the Execution Date of this Lease, such failure shall be an event of default and this Lease shall automatically terminate, and the Tenant shall immediately vacate the Premises.

4.06 Options to Renew Lease. The Tenant, subject to the terms and conditions of this Lease, shall have two (2) options to renew this Lease, each for twenty-four (24) years, which may be exercised by the Tenant, so long as the Tenant is not then in default of any of the terms and/or conditions of this Lease. However, the Tenant shall not be permitted to exercise either option period until two (2) years prior to the Expiration Date, or any renewal or extension thereof. The rent during the renewal periods shall continue with the same amount of rent as indicated for the initial term of this Lease.

ARTICLE 5
RENT

5.01 Tenant covenants and agrees to pay to Landlord as rental for a term of fifty (50)

years, commencing upon the Commencement Date, and expiring on the Expiration Date, at the rental rate of One ($1.00) Dollar per year, and payable on the commencement of this Lease, and thereafter payable on the anniversary of the Commencement Date to the Board of County Commissioners, c/o Internal Services Department (ISD), 111 N.W. 1st Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

5.02 Tenant also agrees that should it be in possession of the Premises after the Expiration Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction (hereinafter "Market Rent"). Market Rent shall be determined by an independent appraiser selected by the Landlord, who appraises the Premises in its then current condition, including the value of all Improvements which have been constructed thereon.

ARTICLE 6
PERMITTED USE OF PREMISES

6.01 Tenant shall only perform work or make Improvements on, to, or about the Premises that are consistent with the future construction of the Health Center ("Permitted Use").

6.02 During the term of this Lease, the Tenant agrees that it shall perform the following "milestones", within the prescribed time periods, beginning immediately after the Execution Date, and the time period for the Tenant to commence and complete performance of the below listed milestones (hereinafter the "Milestone Period"), shall not be altered without the prior written consent of the County Mayor, or the Mayor's designee. The Tenant shall deliver a notice to the Landlord indicating the date that it plans to commence performing the milestones, and deliver a second notice to the Landlord on the date that it has actually commenced

performing the milestones.

A.) Within three (3) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of an environmental study, performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and

2.) A letter from Tenant's attorney, or from the City of Miami Gardens, stating that the property is properly zoned for the proposed development project, or that the necessary variance, zoning change, or waiver is expected by the City of Miami Gardens (the Landlord, solely in its capacity and limited role as a landlord, at Tenant's sole cost and expense, will reasonably cooperate in any necessary zoning modification, waiver, or variance in advance of December 31, 2013) to the extent that its participation is necessary; and

3.) A copy of a survey of the Premises, performed by a licensed surveyor, licensed to perform such work in the State of Florida; and

4.) A copy of a title search for the Premises, by a properly licensed and bonded title company, authorized to perform such work in the State of Florida.

B.) Within nine (9) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of an agreement between the Tenant and a company to perform the requisite geotechnical engineering studies for compaction of the soil on the Premises to determine the stability and conditions of the subsurface of the Premises for the future construction of the Project; and

2.) A copy of an application, including any and all necessary documentation to complete the application, to plat the Premises, or to secure a waiver of plat for the Premises (all of which shall be done at Tenant's sole cost and expense.) The Landlord agrees to reasonably cooperate with the Tenant in connection with the applications for the re-plat of the Premises or to the waiver of plat for the Premises. The County Mayor, or the Mayor's designee, shall, following written request from the Tenant, execute any documents that may be reasonably requested by Tenant or the governmental agency/entity to accomplish such plat approval or waiver of plat approval, if the Landlord's written consent, as owner of the Property, is necessary or requested).

C.) Within eighteen (18) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of preliminary, fifty (50%) percent, construction drawings, which shall have been prepared by an architect licensed to perform such work in the State of Florida; and

2.) A copy of an estimated budget for the entire construction of the development Project, as reviewed and approved by an architect licensed to perform such work in the State of Florida; and

3.) A copy of the final soil boring test, for compaction capabilities and soil condition; and

4.) A copy of all environmental applications and permits from the Landlord's Regulatory and Economic Resources (RER) department or its successor; and

5.) A copy of any revised environmental test results.

D.) Within two (2) years of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of a fully executed contract with the general contractor for the Project; and

2.) A copy of the complete and final budget for the entire Project; and

3.) A copy of the completed architectural drawings, along with completed building department (City of Miami Gardens building department) applications and permits that have been received; and

4.) Evidence that Tenant has properly secured sufficient financing from a Lending Institution to complete the entire Project; and

5.) A copy of any and all other permits, approvals and/or licenses necessary, from the appropriate jurisdiction, agency and/or authority, in order to immediately commence construction of the Health Center.

6.03 Tenant agrees that it shall not begin actual construction of the Project during the term of this Lease without receiving the Landlord's prior written permission, which shall be based on the Tenant having timely completed the requirements listed above in Section 6.02, and having secured a building permit from the City of Miami Gardens (note, the Tenant is required to deliver a copy of such building permit to the Landlord prior to commencing any construction on the Premises). The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the milestones, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.04 Tenant acknowledges and agrees that it will timely comply with all of the requirements in 6.02, and that failure to do so shall be an event of default.

6.05 Tenant agrees that upon completion of construction of a Health Center, the Tenant will continuously use the Premises for the Permitted Use, and for no other purpose whatsoever.

6.06 Tenant agrees that no changes in the Permitted Use of the Premises is authorized without the expressed prior written permission of the Landlord. Further, as noted above, Tenant hereby expressly agrees that should the Tenant fail to timely comply with the requirements in Section 6.02 it shall be an event of default, and this Lease shall immediately and automatically terminate upon notice by the Landlord and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

6.07 Tenant agrees that it shall comply with the provisions of the Funding Agreement by and between Miami-Dade County and the Tenant date _____, 20____ (hereinafter the "Funding Agreement"); as well as the Escrow Agreement by and among Miami-Dade County, the Tenant, and TD Bank, N.A., dated _____, 20 ____ (hereinafter the "Escrow Agreement"), copies of which are attached hereto as Exhibits C and D, respectively, and are incorporated herein by this reference. If the Tenant is in default of any of the provisions of the Funding Agreement or the Escrow Agreement, such default shall be deemed an event of default under this Lease, and the Landlord may exercise its right to terminate this Lease in accordance with the provisions of Section 21.01(C), and/or exercise any rights it may have in law or in equity.

ARTICLE 7
CONDITION OF PREMISES

7.01 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, construction or building permit(s) and/or license(s), including, but not limited to, making all Improvements on or about the Premises. Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

7.02 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct, maintain and/or to operate the Health Center.

7.03 Tenant acknowledges and agrees that it is solely responsible, at its sole cost and expense, to re-plat the Premises, or secure a waiver of plat, so that the leased Premises may be developed separately from the remaining unleased portion of the County's property.

7.04 Tenant shall be solely responsible, at its sole cost and expense, for identifying any easements or other encumbrances on or about the Premises and determining if any such easements or other encumbrances will interfere with the Tenant's planned use of the Premises as a Health Center. Tenant agrees that if any easements and/or other encumbrances exist on the Premises that it shall be the Tenant's responsibility, with the prior written approval of the Landlord, to cause the removal of such easements and other encumbrances at its sole cost or expense; or to design the Health Center building(s) and Improvements in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.05 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits

and/or licenses for the construction, occupancy, maintenance or operation of a Health Center. And, if for any reason Tenant loses any necessary permit or license for any reason whatsoever, Tenant shall refrain from such construction, use, occupancy, maintenance, and/or operation until the Tenant has re-secured the appropriate permit(s) and/or license(s) which authorize the construction, use, occupancy, maintenance, and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.06 Tenant acknowledges and agrees that the Premises currently consist of a vacant parcel of land, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises, and if necessary, clean-up (as determined by any and all federal, state and local laws and regulations), the Premises, at Tenant's sole cost and expense, to a level or amount that will allow for the development of the Premises, including the construction of any and all structure(s) or Improvements that will comprise the Health Center. Further, Tenant shall also be solely responsible for any and all repair and maintenance to the Premises, including, but not limited to, addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

ARTICLE 8
TAXES AND UTILITIES

8.01 The payment of any taxes, fees, impositions, or charges shall be the sole responsibility of the Tenant. Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any structures and/or Improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and

unforeseen, which are due and payable during the Term of this Lease, at any time imposed or levied against the Premises and/or any structures and/or Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord, once per year, proof of its not-for-profit status and proof of payment of all items referred to in paragraph 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return the amount held, without interest, within sixty (60) days of the conclusion of the proceedings, so long as Landlord did not use such sum, or any portion thereof, to pay the taxes, interest or penalty. Tenant agrees to indemnify, defend and save Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

ARTICLE 9
CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS

9.01 Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction work necessary to construct the Project. The construction of the Project is expected to commence no later than during the third (3rd) year of this Lease. Commencement of construction is hereby agreed upon and determined to be the cumulative of: 1.) issuance of the building permit(s) for a Health Center; 2.) the commitment for funding for the Project, including any and all Improvements; and 3.) retention of a general contractor that is ready to begin construction. Further, the Tenant has specifically agreed that construction of the Project will occur over an eighteen (18) month period, with the building being completed no later than in the fifth (5th) year of this Lease, as evidenced by issuance of a temporary certificate of occupancy (or equivalent document in the County's discretion), subject to delay due to *force majeure*. Failure to timely construct the Health Center in accordance with the terms and conditions of this Lease, shall result in the termination of this Lease, and the Premises reverting to the Landlord, along with any and all Improvements thereto.

9.02 Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or requirements.

9.03 Prior to the commencement of construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department for written approval at least one hundred twenty (120) days before the commencement of any work.

9.04 Upon the Landlord's initial receipt of each of the plans and specifications, as described above in Section 9.03, the Landlord shall review the same, and shall, within thirty (30) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within thirty (30) calendar days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised plans and specifications showing the changes requested by the Landlord, the Landlord shall review the same, and shall, within fifteen (15) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

(a) As an alternative to revising the plans and specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the plans and specifications should not be changed or modified, in which case, within thirty (30) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised plans and specifications to the Landlord within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall attempt to resolve any disputes concerning the plans and specifications in an expeditious manner. If the

Landlord shall have approved any aspect of the plans and specifications in an earlier plan submission, and no portion of the revised plans and specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such plans and specifications fail to comply with applicable law.

Following completion of the plans and specifications approval process, as described herein above, the Landlord's approved plans and specifications for the Project shall be the construction plans for the Project. The Landlord's approval shall be in writing and each party shall have a set of construction plans signed by all parties as approved. In the event any material change occurs after approval of the construction plans for the Project, then Tenant must resubmit the changed portion of the construction plans to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.05 Tenant shall cause all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.06 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, as described below in Section 9.12, is further required to secure a payment and a separate performance bond, in accordance with Section

255.05, *Florida Statutes*, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the project. Such payment and performance bond will be delivered to Landlord prior to commencement of construction. The amount of such bonds shall be equal to the construction costs of the Improvements.

9.07 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction and/or construction of any structure(s) and/or Improvements on or about the Premises during the Term of this Lease.

9.08 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil and/or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage; (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.09 All leasehold Improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold Improvements shall be deemed to be part of the Premises, and shall

not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

9.10 The Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.11 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, the Landlord hereby agrees to subordinate its interest in the Tenant's removable personal property to the security interest of a Lending Institution, for with a loan regarding the construction and/or ongoing operation of the Health Center.

9.12 Prior to commencing any construction and/or repairs to the Premises, or any structure or Improvements on or about the Premises during the term of this Lease, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs or the purchase of materials for the performance of the work. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction, or in instances of

repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $25,000.

9.13 Tenant shall not be permitted to place signs or advertising matter on or about the Premises without the Landlord's prior written approval, which approval may be granted by the County Mayor, or the Mayor's designee in his or her sole and absolute discretion. If permitted, Tenant will, at its sole cost and expense, maintain such sign and/or advertising matter, as may be permitted hereunder by the Landlord, in good condition and repair at all times. All signs shall be removed by Tenant upon the expiration or early termination of this Agreement, and any damage or unsightly condition caused to the Premises because of, or due to, said signs or advertising matter shall be corrected or repaired by Tenant, at Tenant's expense, to the satisfaction of the Landlord in Landlord's sole discretion.

ARTICLE 10
MAINTENANCE AND REPAIR

10.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense,

the Premises, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now, or in the future, on or about the Premises.

10.02 Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to or from any structure and/or Improvements which may be constructed on the Premises, and any and all sidewalks surrounding the Premises, free from debris.

10.03 With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit health organizations. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost

associated with such maintenance, which cost shall be deemed as rent under this Lease.

10.04 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the poor maintenance of any mechanical equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

ARTICLE 11
DESTRUCTION OF STRUCTURES AND IMPROVEMENTS

11.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any structure(s) and/or Improvements on or about the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief or criminal acts thereto. After the fortieth (40th) year of this Lease, from the Execution Date, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or any structure or any of the Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or structure(s).

11.02 In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris. If the Premises is partially damaged, but the Premises is not rendered unusable for the purposes of this Lease, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage to the Premises shall

be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that Premises and/or a nearby structure(s) or Improvement(s) is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to immediately repair and/or compensate the Landlord and/or any subsequent owner for such damage or loss.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.01 Subject to the provisions of Article 30 herein, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease, for the term hereof, without first obtaining the written consent of Landlord, through its Board of County Commissioners, which consent may be withheld in Landlord's sole and absolute discretion. This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, Florida Statutes.

ARTICLE 13
NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, any and all occupants, and/or the Premises.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with thirty (30) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, as solely determined by the Landlord.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Tenant agrees to surrender to Landlord, upon the Expiration Date, or any extension or renewal thereof, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear excepted. In addition, upon the Expiration Date, or upon the expiration date of any extension thereof, or upon any early termination or cancellation of this Lease, any structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection

required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of Florida Statutes, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

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

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD**: The occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.

2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.

3) Assignment of Lease by Tenant for the benefit of creditors.

4) Failure of Tenant to maintain its not-for-profit tax status.

5) Failure to timely meet any of the requirements of Section 6.02.

B. Termination after ten (10) calendar days written notice by the Landlord to Tenant for doing any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after thirty (30) calendar days written notice to Tenant for the reason(s) as set forth below:

1) Non-performance of any covenant of this Lease, other than non-payment of rent and other matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice.

2) Event of default under the Funding Agreement and/or the Escrow Agreement, and failure of the Tenant to remedy such breach within the cure period required in the Funding Agreement or the Escrow Agreement, as the case may be.

D. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

21.02 **TERMINATION BY TENANT**: The Tenant, shall have the right to cancel this Lease on any date prior to the Commencement Date for any reason whatsoever, upon ten (10) calendar days' notice to the Landlord; or after the Commencement Date, but only within ninety (90) calendar days of the Commencement Date, by giving the Landlord at least ten (10) days prior written notice after it has received notification that the cost to remediate any existing environmental contamination or condition on or about the Premises is too costly for the Project. Should Tenant elect to terminate this Lease, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred up to the termination date stated in its written notice to the Landlord.

ARTICLE 22
NOTICES

22.01 Notices provided herein in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to Landlord: MIAMI-DADE COUNTY
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

with a copy to: County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Tenant: Jessie Trice Community Health Center, Inc.
5607 N.W. 27th Avenue

Miami, Florida 33142

with a copy to: Lynn Solomon, Esquire
Lynn Solomon, P.A.
Clear Lake Plaza, Suite 605
500 Australian Avenue South
West Palm Beach, Florida 33401

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above.

ARTICLE 23
INSURANCE

23.01 Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 per occurrence for Bodily Injury and Property Damage combined. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

23.02 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 A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Tenant covenants and agrees that during the term of this Lease, Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

24.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.03 County as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or

future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises and/or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Regulatory and Economic Resources ("RER") Department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy (including temporary certificate of occupancy) will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25
OWERNSHIP OF ABANDONED PERSONAL PROPERTY

25.01 At the expiration or early termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises. Upon expiration or termination of this Lease, the Tenant, with

the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 26
EMINENT DOMAIN

26.01 The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

26.02 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

26.03 The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work (assuming such fees and costs are not compensated by the condemning authority), (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (iii) any

outstanding amounts which represent unpaid loans used for the construction of any structures and/or Improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate Awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the structure(s) and Improvements thereon.

26.04 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the A ward shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations.

26.05 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all Rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and

thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the Award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, which purchase price for the Premises shall be calculated by taking the amount of the annual rent and multiplying it by the number of years remaining in this Lease. The purchase price for any and all structures and Improvements shall be arrived at by the Landlord securing an appraisal, and the amount of any grant given to the Tenant by the Landlord deducted from the amount of the appraisal. The remaining amount from the appraised value shall serve as the purchase price; and should, for any reason, the Tenant disagree with the value attributed by the appraisal for any and all structures and Improvements, then the Landlord shall secure three (3) separate appraisals, and the median appraisal (the middle, not the average amount of the three (3) appraisals) shall set the initial value for the structures and any Improvements on or about the Premises, and the amount of any grant given to the Tenant by the Landlord shall be deducted from the initial appraised value to establish the purchase price for the structures and Improvements on the Premises.

ARTICLE 27
FORCE MAJEURE

27.01 Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include,

without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord. However, in order for the Tenant to claim or otherwise take advantage of *force majeure*, the Tenant must first notify the Landlord in writing of the event, and then secure from the Landlord a written acknowledgement that the Landlord recognizes the existence of an event of *force majeure,* which acknowledgment shall not be unreasonably withheld. Further, the Tenant shall only be entitled an extension of time, equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Lease.

ARTICLE 28
WAIVER

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or

payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail comply with the terms and/or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), and if such violation or failure continues for a period of thirty (30) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) calendar day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) calendar day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Lease, Landlord shall be permitted to immediately take possession of the Premises. It shall be the Landlord's determination as to whether or not the Tenant has either vacated or abandon the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than Five Thousand ($5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees, and any costs incurred by the Landlord to restore the Premises to good condition; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

29.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of

Florida, and shall be immediately payable by Tenant to Landlord.

29.06 Notwithstanding the provisions of clause 29.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.07 If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.08 In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all actual damages, costs and expenses arising from Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

29.09 All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

29.10 The provisions of this Article 29 shall survive any termination of this Lease.

ARTICLE 30

RIGHT TO MORTGAGE LEASEHOLD INTEREST

All Sections of Article 30 shall survive the expiration and/or early termination of this Lease.

30.01 Right to Mortgage Leasehold. Notwithstanding the provisions in Article 12 prohibiting Assignments and Subleases without approval of the Board of County Commissioners, the Tenant shall have the right to obtain a leasehold mortgage with respect to the Property after obtaining written approval by the Mayor or the Mayor's designee which shall be in his or her sole discretion. In no event may the amount of the leasehold mortgage exceed $3,000,000.00. Such leasehold mortgage must be expressly subject to the terms and conditions of this Lease, including but not limited to the Restrictions on the Permitted Use of the Property solely as a Health Center, the Tenant's maintenance of its Internal Revenue Status as a 501(c)(3) corporation, and the Tenant's maintenance of a non-profit corporation status. The leasehold mortgage shall be inferior and subject to the prior right title and interest of the Landlord, as well as the County's right of termination. The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant under this Lease except in the case of a lender which 1) has purported to exercise or enjoy any right or interest in the Property, 2) has foreclosed upon such interest, or 3) or which has initiated a foreclosure action, (which interests shall in all cases be subject to the terms of this Lease including but not limited to the restriction of solely operating the Property as a Health Center and the non-profit status of the Tenant in occupancy). Landlord shall in all cases and at all times have the right to enforce the Lease obligations and Restrictions, including but not limited to such obligations accruing prior to such period of ownership, occupancy or possession.

30.02 Notice to Landlord of Mortgage. Tenant shall provide Landlord with a written notice of any Leasehold Mortgage, specifying the interest of such lender and/or holder and the name and address of such holder and/or lender of a Leasehold Mortgage (hereinafter "Leasehold Mortgagee") to which notices shall be sent. Within thirty (30) days of such mortgage being recorded, Tenant shall furnish Landlord with such Notice and a copy of each such recorded mortgage along with any related promissory notes and loan documents.

30.03 Notices to Leasehold Mortgagee. Landlord agrees to provide Leasehold Mortgagee a copy of any notice of default under Article 21, or notice of failure to cure a default under Article 29, provided the Tenant shall have fully and properly complied with Article 30.02. However, failure to so provide a copy to the Leasehold Mortgagee shall not affect the validity of any notice of default provided to the Tenant. Only Leasehold Mortgagees holding timely, properly recorded Leasehold Mortgages in compliance with the requirements of this Lease shall be entitled to receive Notice under this section, and the other specified rights in this Lease.

31.04 Right to Cure Default of Tenant.

In addition to any rights the Leasehold Mortgagee may have by virtue of Article 30 herein, within sixty (60) days after the mailing of any notice of default or termination or such later date of thirty (30) days following the expiration of any cure period afforded Tenant (hereinafter the "Mortgagee Cure Period"), such Leasehold Mortgagee shall have the right to cure the default to the satisfaction of Landlord in its sole and absolute discretion, including payment of all monies due and payable by Tenant hereunder, in addition to all expenses, costs and fees, including reasonable attorneys' fees, incurred by Landlord in preparation for and in connection with terminating this Lease and in acquiring possession of the Premises. At the expiration of the Mortgagee Cure Period, the Landlord shall provide written notice to Tenant and the Leasehold

Mortgagee as to whether, in Landlord's sole and absolute discretion, such defaults have been cured or if the Lease has been terminated. The Leasehold Mortgagee and the Tenant shall have no right to challenge the determination of the Landlord as to whether the default has been cured by the Leasehold Mortgagee.

30.05 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 30. Landlord agrees at any time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto as "Exhibit E" setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section may be relied upon by any permitted assignee, transferee or purchaser of Tenant's interest in this Lease, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

30.06 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Premises to any lien or encumbrance of any Leasehold Mortgagee. No Leasehold Mortgagee may impose any lien or encumbrance upon the Landlord's fee simple interest in the Premises.

ARTICLE 31
ADDITIONAL PROVISIONS

31.01 Non-Discrimination.

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

a.) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, disability, place of birth, or national origin. The Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: Employment; upgrading; transfer; demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by Miami-Dade County setting forth the provisions of this Equal Opportunity clause. Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the Tenant's occupancy of the Premises and/or any grant that the Tenant receives from the Landlord for the Project.

31.02 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of a Health Center thereon, and maintenance of any such buildings or structure(s) and/or Improvements that are constructed on or about the Premises.

31.03 Notification of any injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to claims of liability for or to the Landlord, for personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

31.04 Security. The Tenant, as mentioned above in Section 14.01 of this Lease, is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, occupants, and/or anyone else, and/or the personal property

belonging to any of the foregoing, and/or the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

ARTICLE 32
GOVERNING LAW

32.01 This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be in Miami-Dade County, Florida.

ARTICLE 33
WRITTEN AGREEMENT

33.01 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.

33.02 Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the party hereto for which such signatory is acting.

33.03 Each party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. This Lease was negotiated and drafted at arms-length so that

the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease. Accordingly, this Lease shall not be more strictly construed against either party.

33.04 Severability. If any provision of this Lease or the application thereof to any person, entity, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to such persons, entities, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid, and be enforceable to the fullest extent permitted by law.

33.05 Captions. The article headings and captions of this Lease and the Table of Contents preceding this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

33.06 Holidays. It is hereby agreed and declared that whenever the day upon which a payment is due, or any obligation to be performed falls on a day which is a legal holiday for Miami-Dade County, or on a Saturday or Sunday, then such payment date or due date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean business days, unless otherwise described in the Lease.

33.07 Exhibits. Each exhibit referred to in this Lease is incorporated herein by reference. The exhibits, even if not physically attached, shall be treated as if they are part of this Lease.

33.08 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker, agent, or other person, or entity is entitled to claim a commission as a result of the execution and delivery of this Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By:_____

_____
Witness/Attest:

Name:_____

_____
Witness/Attest:

Title:_____

Date signed: _____

Tenant:

JESSIE TRICE COMMUNITY

HEALTH CENTER, INC.
a Florida not-for-profit corporation

_____
Witness/Attest:

By: _____

_____
Witness/Attest:

Name:_____

Title:_____

EXHIBIT A
MAP OF PREMISES

NW 183rd St
NW 37th Ave
NW 181st St
Jesse Trice Community Health Center
© 2013 Google
Google earth
700
200
feet
meters
Google earth

95

EXHIBIT B
DEVELOPMENT CONCEPT

"Realize Good Health through Quality Care"

Project Concept Overview

In order to increase access to comprehensive services for families and seniors in the Miami-Gardens community, JTCHC is introducing a brand new facility – JESSIE TRICE AT MIAMI GARDENS – COMMUNITY HEALTH AND WELLNESS CENTER. This new center will be approximately 8,500 SF, located inside Miami Gardens.

The Jessie Trice Community Health Care Center, Inc is a Florida not for profit, Federally Qualified Health Center, which has been servicing Miami-Dade County since 1967. JTCHC provides high quality primary care, dentistry and behavioral health services to Miami-Dade's most vulnerable residents, regardless of ethnicity, immigration status, or ability to pay. JTCHC was one of the first federally qualified health centers in the United States, and first in the state of Florida. The organization was accredited by The Joint Commission in 1999 for ambulatory and behavioral health care services. In 2011, JTCHC was certified by The Joint Commission as a Primary Care Medical Home. In 2012,the agency received NCQA Primary Care Medical Home status. The Staff consist of multi-lingual, multi-cultural, and multi-disciplinary of approximately 260. The staff serves a very diverse population of 34,000 clients who make over 140,000 visits annually. Currently, JTCHC provides comprehensive primary healthcare in central and northern Miami- Dade County. The service areas include; Hialeah, Central and Northern Miami-Dade with 7 comprehensive sites, 23 school-based sites, and one 24 hour Women's Substance Abuse Treatment Residential Center. Services include: General medicine, dentistry, pediatrics, obstetrics & gynecology, mental health, substance abuse, HIV services and other social services. This new project will be JTCHC's 8th comprehensive medical facility.

The Jessie Trice at Miami Gardens Community Health and Wellness Center will be approximately 8,500 SF one story building housing (4) separated clinics

(1) Primary Care for Adults (4 exam rooms)
(2) Pediatric Services (4 exam rooms)
(3) Dental Center (4 Operatories)
(4) IOB/GYN (4 exam rooms)

All four (4) clinics will operate independently with their own entrances, waiting areas and registration desks. However, they will share common areas.. The common areas will include Laboratory services, administrative offices, employee lounge, electrical/mechanical, generator and storage rooms.

Cost effective energy conserving features will be incorporated into the design of the facility, which includes an efficient HVAC system and lighting package with an energy management system. The most cost efficient method of construction that provides the most value is recommended. New lavatories will be outfitted with fixtures that will conserve water usage. All medical equipment purchased will be evaluated and preference given to items with energy star ratings or other designations denoting compliance with green practices. Earthwork and demolition materials removed from the site will be disposed of in a manner that is consistent with EPA regulations.

The Project Budget is 3 million, inclusive of FFE. The funding for this project was procured through Miami-Dade County General Obligation Bonds (GOB) funds and via the State of Florida Low Income Pool (LIP) grant.

EXHIBIT C
FUNDING AGREEMENT

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("JTCHC") is entered into this _____ day of _____, 2013.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, pursuant to Resolution No. R-855-08 this Board previously allocated $4,000,000 million from BBC Program Project No. 305 to JTCHC (the "Funding Allocation") to be used to fund expansion of existing space as well as construction of new clinical space; and

WHEREAS, to date JTCHC has expended $2,700,000 of the Funding Allocation, such that $1,300,000 of the Funding Allocation remains unexpended (the "Remaining Allocation"; and

WHEREAS, JTCHC will construct a new clinic facility located at on a two-acre parcel of land currently owned by the County and leased to JTCHC pursuant to a Lease Agreement between the County and JTCHCH, a copy of which is attached hereto as Attachment "A" (the "Lease") and incorporated in this Agreement by this reference (the "Property"); and

WHEREAS, the Property is located at N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the new health care facility is approximately 8,500 to 9,000 square feet in size, is designed to provide and will provide primary health care and dentistry services to area residents, irrespective of ethnicity, immigration status, or ability to pay, and will, at a minimum, consist of four (4) separate clinics (1. Primary care facility; 2. Pediatric services (with 4 exam rooms); 3. Dental center; and 4. Laboratory and behavioral services) all as more specifically described in Exhibit 1 to this Agreement (the "Project" or "New Clinic"); and

WHEREAS, in order to raise additional funds needed to construct the New Clinic, JTCHC submitted a low income pool application to the State of Florida (the "State") for

the receipt of Low Income Pool grant funds ("LIP Grant Funds"), a copy of which is attached as Attachment "B" to this Agreement (the "Grant Application") and incorporated in this Agreement by this reference; and

WHEREAS, the State's allocation from LIP Grant Funds to fund the Project requires a local match by the County equal to $1,300,000 (the "Local Match"), which, subject to award of LIP Grant Funds to JTCHC for the Project, the County has agreed to provide to the State as a grant which will be funded from a portion of the $4,000,000 previously allocated from the BBC Program Project No. 305 to JTCHC; and

WHEREAS, subject to award of LIP Grant Funds to JTCHC for the Project, the Remaining Allocation shall be disbursed to the State as the Local Match for LIP Grant Funds (the "State Funding Cycle Allocation"); and

WHEREAS, subject to satisfaction of certain conditions precedent, the County and the State will enter into a Letter Agreement whereby the State has agreed that the State Funding Cycle Allocation shall be used solely to fund capital improvements at the New Clinic, all as more particularly described in the Letter Agreement, a copy of which is attached hereto as Attachment "C" to this Agreement (the "Letter Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, pursuant to the Letter Agreement, the State will transfer an amount equal to no less than $1,300,000 to JTCHC and, pursuant to the terms of this Agreement, JTCHC has agreed to immediately deposit such amount into the escrow deposit account specified herein and established pursuant to the terms of the Escrow Deposit Agreement by and among the County, JTCHC and TD Bank, N.A. dated _____ (the "Escrow Account"); and

WHEREAS, disbursements from the Escrow Account will be governed by the terms of this Agreement and the escrow deposit agreement by and among JTCHC, the County and TD Bank, N.A., a copy of which is attached as Attachment "D" to this Agreement (the "Escrow Deposit Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, the Project is estimated to cost $3,075,467 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program bond proceeds and the execution of subsequent agreement(s) between the County and JTCHC; and

WHEREAS, as consideration for, among other things, the County's agreement to lease the Property, provide the Local Match, JTCHC has agreed to enter into and abide by the terms of the Escrow Deposit Agreement and this Agreement and comply with all applicable BBC Program's Administrative Rules, which are attached as Attachment "E" (the "BBC GOB Administrative Rules") and incorporated in this Agreement by this reference, as if JTCHC had received the State Funding Cycle Allocation directly; and

WHEREAS, the County and the Board of Directors of the JTCHC have authorized, by resolution, their respective representatives to enter into this Agreement,

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NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are JTCHC and the County. The County has delegated the responsibility of administering this Funding Agreement to the County Mayor or the County Mayor's designee, who shall be referred to herein as the "County Mayor."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Allocation and Payment Schedule:** A Project funding plan identifying the State Funding Cycle Allocation to be funded by the County solely from BBC Program bond proceeds, the costs to be funded by JTCHC through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation, and the amount funded to date, if any, is attached as Exhibit 1. The County agrees to provide solely from the BBC Program bond proceeds for the State Funding Cycle Allocation an amount equal to $1,300,000. This amount represents a portion of the amount necessary to complete the Project.

It is anticipated that, in accordance with the terms of the Letter Agreement, the State will remit to JTCHC an amount equal to $1,300,000 no later than June 15, 2013 for the sole purpose of funding the Project. JTCHC agrees that it shall deposit $1,300,000 in the Escrow Account immediately upon receipt of such amount from the State and that the amounts on deposit in such Escrow Account shall be subject to disbursement in accordance with the terms of this Agreement and the Escrow Deposit Agreement.

The County's obligation to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures shall be provided in accordance with the BBC GOB Administrative Rules. JTCHC agrees that the County's authorized signatory for purposes of the Escrow Deposit Agreement will only authorize disbursement of funds from the Escrow Account after JTCHC's satisfaction of all of the reimbursement requirements set forth in this Agreement and the BBC GOB Administrative Rules, including, but not limited to, the provisions of Article III, Section 1 applicable to the Project. Miami-Dade County shall only be obligated to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project. JTCHC shall be solely responsible for submitting all documentation, as required by this Agreement and by the BBC GOB Administrative Rules, to the County Mayor.

Pursuant to the Escrow Deposit Agreement, interest earned on the funds on deposit in the Escrow Account shall be paid to the County after all of the State Funding Cycle Allocation has been disbursed.

Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the State Funding Cycle Allocation. Cost overruns are the sole responsibility of JTCHC.

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Section 3. **Project Description:** JTCHC may only use the amounts on deposit in the Escrow Account for the purpose of constructing and/or equipping the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Project must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least twenty-five (25) years from the completion of the Project, JTCHC shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. JTCHC agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project.

If JTCHC wishes to revise the Project for the purpose of completing the Project and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 4. **Project Budget:** JTCHC agrees to demonstrate fiscal stability and the ability to administer the Remaining Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. The Project budget is attached as Exhibit 1. Further, JTCHC agrees that all expenditures will be subject to the terms of this Agreement. If JTCHC wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 5. **[INTENTIONALLY OMITTED]**

Section 6. **Report Deadline:** To demonstrate that the funds disbursed from the Escrow Account have been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that JTCHC has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to the State Funding Cycle Allocation award, JTCHC must submit to the County Mayor, a written report documenting that JTCHC is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. JTCHC shall also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that JTCHC is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and accounting for

the expenditure of funds reimbursed from funds on deposit in the Escrow Account be prepared by an independent certified public accountant at the expense of JTCHC.

The County Mayor must approve these reports for the JTCHC to be deemed to have met all conditions of disbursement of amounts on deposit in the Escrow Account.

Section 7. **Program Monitoring and Evaluation:** The County Mayor may monitor and conduct an evaluation of JTCHC's operations and the Project, which may include visits by County representatives to: observe the Project or JTCHC's programs, procedures, and operations; discuss JTCHC's programs with JTCHC's personnel; and/or evaluate the public impact of the Project. Upon request, JTCHC shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that JTCHC is not in compliance with the terms of this Agreement or the BBC GOB Administrative Rules or for other reasons which significantly impact on JTCHC's ability to fulfill the conditions of this Agreement, then the County Mayor must provide in writing to JTCHC, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on JTCHC's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If JTCHC refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his discretion, may take other actions which may include disapproval of disbursement requests from the Escrow Account until such time as JTCHC can demonstrate that such issues have been corrected. Further, in the event that JTCHC does not expend the disbursements from the Escrow Account for the Project or uses any portion of the disbursements from the Escrow Account for costs not associated with the Project and JTCHC refuses or is unable to address the areas of concern, then the County Mayor may also institute a moratorium on applications from JTCHC to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

If the Project involves construction work, JTCHC shall: notify the County Mayor of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Mayor all plans and specifications and receive the approval of the County Mayor prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Bank Accounts and Bonding:** JTCHC shall disclose in writing, the identity and title of individuals whom JTCHC authorizes to withdraw funds from the Escrow Account. The Escrow Account must be segregated from other accounts maintained by or for JTCHC. All persons authorized to withdraw funds from the Escrow Account must be bonded by a reputable licensed firm.

Section 9. **Accounting, Financial Review, Access to Records and Audits:** JTCHC shall maintain accurate and complete books and records for all receipts and expenditures of any amounts disbursed from the Escrow Account and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made

in conjunction with or reimbursed from funds disbursed from the Escrow Account, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by JTCHC for at least three (3) years after the termination or expiration of this Agreement.

The County Mayor may examine these books, records and documents at JTCHC's offices or other approved site under the direct control and supervision of JTCHC during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of JTCHC, whether or not purported to be related to this Agreement.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with the amounts disbursed from the Escrow Account.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of JTCHC and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to JTCHC (and any affected contractor and materialman) from OIG, JTCHC (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to JTCHC, its contractors and their respective officers, agents and employees. JTCHC shall incorporate the provisions in this section

in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from JTCHC, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of JTCHC.

Section 10. **Publicity and Credits:** JTCHC must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. **Naming Rights, Publicity and Advertisements:** It is understood and agreed between the parties hereto that the Project is funded by Miami-Dade County. Further, JTCHC agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. JTCHC shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. JTCHC shall submit sample of mock up of such publicity or materials to the County for review and approval. JTCHC shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is a funding source.

Section 12. **Relationship of the Parties, Liability and Indemnification:** It is expressly understood and intended that JTCHC is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County department administering this Agreement. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that JTCHC, its officers, agents and employees are independent contractors and solely responsible for the Project.

JTCHC shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the department administering this Agreement, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers'

compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

JTCHC agrees to be responsible for all work performed and all expenses incurred in connection with the Project. JTCHC may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by JTCHC that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that JTCHC shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

Section 13. **Assignment:** JTCHC is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of JTCHC hereunder and JTCHC agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes

disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

JTCHC shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

JTCHC covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of JTCHC and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of the Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

JTCHC shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

JTCHC has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by JTCHC:

(1) If JTCHC uses the amounts disbursed from the Escrow Account for costs not associated with the Project (i.e., ineligible costs), and JTCHC fails to cure its default within thirty (30) days after written notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(2) If JTCHC shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and 15(a)(3) and JTCHC fails to cure its default within thirty (30) days after written

notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(3) If JTCHC fails to deposit $1,300,000 in the Escrow Account immediately upon receipt of such funds from the State, and JTCHC fails to cure its default within three business (3) days after written notice of the default is given to JTCHC by the County.

(4) Any violation by JTCHC of the terms and provisions of the Lease, and JTCHC fails to cure such default within the cure period for such violation set forth in the Lease.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by JTCHC; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(2) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(3) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 15(d)(1) above or 15(d)(4) below, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement;

provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(4) Notwithstanding anything herein to the contrary, in the event that the Lease is terminated in accordance with the provisions of Section 4.05 or Section 21.02 of the Lease, the County shall have the right to terminate this Agreement in accordance with the provisions contained herein.

In the event this Agreement is terminated because of JTCHC's breach of this Agreement, JTCHC will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date JTCHC receives the notice in writing of the breach of this Agreement. Further, JTCHC will be obligated to immediately upon receipt of written direction from the County deposit in the Escrow Account, or a successor account established under the same terms as the Escrow Account, an amount equal to all unauthorized expenditures discovered after the expiration or termination of this Agreement or an amount equal to all lost or stolen Escrow Account funds.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

County Mayor
Miami-Dade County
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Tel. (305) 375-5311
Fax. (305) 375-1262

JTCHC:

Annie R. Neasman RN, MS
President & CEO
Jessie Trice Community Health Care Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, Florida 33142
Tel. (305)805-1700
Fax. (305) 805-1715

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With a copy to:
Director
Office of Management & Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Tel. (305) 375-2504
Fax. (305) 375-5168

And

Executive Director
Office of Countywide Healthcare Planning
140 West Flagler Street, Suite 1102
Miami, Florida 33130
Tel. (305) 375-5444
Fax. (305) 372-6357

Section 18. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs/Venue:** In the event that JTCHC or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and JTCHC agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Representation of JTCHC:** JTCHC represents that this Agreement has been duly authorized, executed and delivered by the governing body of JTCHC and

it has granted Annie R. Neasman, its President & CEO, the required power and authority to execute this Agreement. JTCHC agrees to a) maintain the Project for a minimum of twenty-five (25) years; b) keep the Project open safely and properly maintained for all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees. JTCHC also agrees to accept and comply with the BBC GOB Administrative Rules. JTCHC shall be solely responsible for submitting all documentation required by the BBC GOB Administrative Rules to the County Mayor.

Section 22. **Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the County Mayor the required power and authority to execute this Agreement. The County agrees to provide the State Funding Cycle Allocation to the State for the purpose of developing and improving the Project in accordance with each of the attached exhibits. Miami-Dade County shall only be obligated to authorize disbursements from the Escrow Account provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project.

Section 23. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. **Insurance:** JTCHC must maintain and shall furnish to the County, Office of Management and Budget, 111 NW 1st Street, Suite 2200, Miami, Florida 33128, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

Design Stage:

Professional Liability Insurance in the name of the licensed design professional for this project in an amount not less than $1,000,000 per claim.

Construction Stage:

A. Worker's Compensation Insurance for all employees of JTCHC as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

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D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction. The policy shall show Miami-Dade County as a loss payee ATIMA.

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, 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 Financial Services and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Section 25. **Special Conditions:**

(a) The Local Match was remitted to the State for the Project with the understanding that JTCHC is performing a public purpose through the programs, projects, and services recommended for support. In addition, in accordance with Section 8 of the Letter Agreement, JTCHC agrees that funding provided to JTCHC by the State shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes. Use of the $1,300,000 received by JTCHC from the State for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Agreement.

(b) In addition, JTCHC agrees that construction of the Project shall be completed no later than five years from the date of execution of the Lease, subject to extension for force majeure events as set forth in the Lease. Issuance of a temporary certificate of occupancy shall be evidence of completion of the Project.

(c) If the Lease is automatically terminated in accordance with Section 4.05 of the Lease or the Tenant terminates the Lease in accordance with Section 21.02 of the Lease, JTCHC covenants and agrees that it shall execute, no later than three (3) days from JTCHC's receipt of the County's written request, the joint written instruction form attached as Exhibit A to the Escrow

Agreement instructing the escrow agent to disburse to the County all monies on deposit in the escrow account. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

on the ____ day of _____, 2013

By: _____
Deputy Clerk

By: _____ _____
County Mayor Date

Jessie Trice Community Health Center, Inc.:

on the ____day of _____, 2013

(JTCHC's Corporate Seal)

Federal Identification # 59-1235617

By_____
(name)
(title)

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

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Initial FK Date 2/22/13

Exhibit 1 - Project Budget and Description

Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)

Jessie Trice Community Health Center, Inc. — **New Jessie Trice Community Health Center, Miami Gardens** — **Project Number 305.1-76333**

REVENUES				Milestones	EXPENSES		
FY 2012 - 2013 GOB Allocation	Future GOB Allocations	Other Funding Allocations	Total Estimated Revenues		Projected Start Date	Schedule End Date	Total Estimated Expenses
			0	Project Administration			0
		157,000	157,000	Project Administration (Non-GOB)	3/5/2013	9/1/2016	157,000
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
		96,000	96,000	Pre-design, Planning, including preliminary (Non-GOB)	3/5/2013	6/1/2014	96,000
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
		40,000	40,000	Design (Non-GOB)	6/2/2014	9/1/2014	40,000
			0	Dry run/permit			0
		20,000	20,000	Dry run/permit (Non-GOB)	9/2/2014	3/1/2015	20,000
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
1,300,000			1,300,000	Construction On Going	7/1/2016	3/1/2018	1,300,000
		1,462,467	1,462,467	Construction On Going (Non-GOB)	7/1/2016	3/1/2018	1,462,467
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
1,300,000	0	1,775,467	3,075,467	TOTALS			3,075,467

* Other Funding (List sources and amounts)

Funding Source	Amount
Low Income Pool (LIP) Match	1,775,467
Total	**1,775,467**

Project Narrative/Description

Jessie Trice Community Health Center (JTCHC) will construct a new Community Health and Wellness Center on vacant land donated by the Miami Dade County that will provide comprehensive primary care services (e.g. Pediatrics, OB/GYN, General Medicine, Geriatrics and Dental) along with a Wellness Center. The new center will be located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road) in the City of Miami Gardens and will replace JTCHC Norland Medical Center which is too small to meet the needs of the targeted population. Upon completion of this 8,500 - 9,000 sq. ft. project, JTCHC will provide preventative and primary services to meet the healthcare needs of the residents in Miami Gardens and North Miami-Dade County. The total cost of the project will be $3,075,467 with funding derived from multiple sources.

GOB Total Funding Allocation Narrative/Description

GOB funds will be used for the construction of a new 8,500-9,000 sq. ft. facility (Community Health and Wellness Center) which will be an increase of approx.6,200 sq. ft. compared to the existing Norland Center. The additional space will include twelve (12) patient medical examination suites and four(4) dental operatory rooms. This will be an increase over four (4) medical examination rooms and two (2) dental operatory rooms currently at the Norland Center. Norland provides services to 2,765 unduplicated patients resulting in 8,261 encounters. As a result of the additional space, we project that we will see an estimated 3,800 (37.4% increase) unduplicated patients which will result in 13,400 (62.3% increase) of patient encounters. An additional benefit of this project will be the increase in minority medical providers - two (2) Physicians and one (1) ARNP. The existing Norland center has one(1) Physician, one(1) Dentist and one(1) Registered Nurse.

GOB 2012 - 2013 Funding Allocation Narrative/Description

GOB funding will compliment other funding for the construction of a new 8,500 -9,000 sq. ft. Community Health and Wellness Center facility located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue, Miami Gardens.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

EXHIBIT D
ESCROW AGREEMENT

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2013

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2013 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida non-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2013, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $1,300,000 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility located at on a two-acre parcel of land located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL (Folio No.: 34-2108-007-0011) currently owned by the County and leased to Jessie Trice pursuant to a lease agreement by and between the County and Jessie Trice , for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $1,300,000 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS; INVESTMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $1,300,000 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Jessie Trice or the County after the initial deposit of $1,300,000 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Jessie Trice and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $1,300,000 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

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ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Jessie Trice and the County. Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Jessie Trice shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Jessie Trice shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Jessie Trice and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Jessie Trice or its own counsel, at the expense of Jessie Trice, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Jessie Trice or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

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ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions) if applicable, to Jessie Trice. Jessie Trice agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Jessie Trice, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

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Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Jessie Trice and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Jessie Trice's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent shall apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

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Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: _____
Annie Neasman, President

TD Bank, N.A.

By: _____
Vice President

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Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2013 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice

By: _____
Name:
Title:

County

By: _____
Name:
Title:

EXHIBIT E
LANDLORD'S ESTOPPEL CERTIFICATE

Re: Ground Lease dated _____, 20___ (the "Lease"), by and between Miami-Dade County (hereinafter "Landlord") and the Jessie Trice Community Health Center, Inc., a Florida not-for-profit corporation (hereinafter "Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).
2. Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.
3. The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).
4. To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease (except as expressed hereunder or attached hereto).
5. As of [date], Rent is as specified in Exhibit "A" hereto. No Rent has been paid by Tenant in advance under the Lease (except as expressed hereunder or attached hereto).
6. Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto), though this does not imply that Landlord has investigated any such condition or event..

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Certificate may be delivered by Landlord by facsimile or by electronic mail.

Dated this ___ day of _____.
Very truly yours,

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
GROUND LEASE

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Exhibit A Map of Premises

Exhibit B Development Concept / Plans / Sketch

Exhibit C Funding Agreement

Exhibit D Escrow Agreement

Exhibit E Landlord's Estoppel Certificate (Sample)

Exhibit 1 - Project Budget and Description

Initial _____ Date 2/22/13

Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)

Jessie Trice Community Health Center, Inc.

New Jessie Trice Community Health Center, Miami Gardens
Project Number 305.1-76333

REVENUES				Milestones	EXPENSES		
FY 2012 - 2013 GOB Allocation	Future GOB Allocations	Other Funding Allocations	Total Estimated Revenues		Projected Start Date	Schedule End Date	Total Estimated Expenses
			0	Project Administration			0
		157,000	157,000	Project Administration (Non-GOB)	3/5/2013	9/1/2016	157,000
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
		96,000	96,000	Pre-design, Planning, including preliminary (Non-GOB)	3/5/2013	6/1/2014	96,000
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
		40,000	40,000	Design (Non-GOB)	6/2/2014	9/1/2014	40,000
			0	Dry run/permit			0
		20,000	20,000	Dry run/permit (Non-GOB)	9/2/2014	3/1/2015	20,000
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
1,300,000			1,300,000	Construction On Going	7/1/2016	3/1/2018	1,300,000
		1,462,467	1,462,467	Construction On Going (Non-GOB)	7/1/2016	3/1/2018	1,462,467
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
1,300,000	0	1,775,467	3,075,467	TOTALS			3,075,467

* Other Funding (List sources and amounts)

Funding Source	Amount
Low Income Pool (LIP) Match	1,775,467

Total
1,775,467

Project Narrative/Description

Jessie Trice Community Health Center (JTCHC) will construct a new Community Health and Wellness Center on vacant land donated by the Miami Dade County that will provide comprehensive primary care services (e.g. Pediatrics, OB/GYN, General Medicine, Geriatrics and Dental) along with a Wellness Center. The new center will be located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road) in the City of Miami Gardens and will replace JTCHC Norland Medical Center which is too small to meet the needs of the targeted population. Upon completion of this 8,500 - 9,000 sq. ft. project, JTCHC will provide preventative and primary services to meet the healthcare needs of the residents in Miami Gardens and North Miami-Dade County. The total cost of the project will be $3,075,467 with funding derived from multiple sources.

GOB Total Funding Allocation Narrative/Description

GOB funds will be used for the construction of a new 8,500-9,000 sq. ft. facility (Community Health and Wellness Center) which will be an increase of approx.6,200 sq. ft. compared to the existing Norland Center. The additional space will include twelve (12) patient medical examination suites and four(4) dental operatory rooms. This will be an increase over four (4) medical examination rooms and two (2) dental operatory rooms currently at the Norland Center. Norland provides services to 2,765 unduplicated patients resulting in 8,261 encounters. As a result of the additional space, we project that we will see an estimated 3,800 (37.4% increase) unduplicated patients which will result in 13,400 (62.3% increase) of patient encounters. An additional benefit of this project will be the increase in minority medical providers - two (2) Physicians and one (1) ARNP. The existing Norland center has one(1) Physician, one(1) Dentist and one(1) Registered Nurse.

GOB 2012 - 2013 Funding Allocation Narrative/Description

GOB funding will compliment other funding for the construction of a new 8,500 -9,000 sq. ft. Community Health and Wellness Center facility located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue, Miami Gardens.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

Application Guidelines

Please include the following:

1. Applicant: Jessie Trice Community Health Centers, inc.
2. Medicaid Provider Number: 029541808
3. Provider Type: Federally Qualified Health Center
4. Amount applying for: $3,177,060.00
5. Identify as a new or enhanced program: Enhanced Program
6. Description of the delivery system and affiliations with other health care service providers:

The Jessie Trice Community Health Centers, inc. (JTCHC) has implemented the Primary Care Medical Home Model as its service delivery system, with an emphasis on patient-centeredness and care-coordination. Beginning with empanelment (patients choose and are assigned a personal provider), various disciplines and levels of providers such as physicians, advanced registered nurse practitioners, dentists, registered dental hygienists, nutritionist, nurses and medical assistants, as well as licensed mental health and substance abuse counselors are all part of a patient's Care Team and provide required, preventative, enabling and other health services as appropriate. JTCHC utilizes an electronic health record (Intergy) that supports evidenced-based practices, and management of patient populations such as diabetes, hypertension, high-risk, etc. Patients also have access to their Care Teams and their personal medical information 24/7 through a Patient Portal. Referral specialists coordinate external referrals with other providers/facilities, and track results. Support for Patient Self-Management is provided through nurse case-management, a free Health & Wellness program held 2x a month at the JTCHC Main Center, and referrals to a variety of community resources, such as smoking cessation programs, Enhanced Fitness for seniors, etc. Patient satisfaction and patient/family experience is measured by Client IQ, a computer terminal with a software program that immediately alerts site managers of any responses that are unsatisfactory, so they can be addressed before the patient leaves the site.

Each component of service delivery is closely aligned and highly integrated with the other components. For example, a patient with HIV/AIDS may receive testing, treatment, counseling, case management, mental health, addictions treatment, pharmacy assistance and transportation. If that patient happens to be pregnant, she may also receive primary care services, WIC, OB/GYN services and pediatric care for her newborn.

JTCHC service delivery sites include six (6) community based primary care sites, twenty-three (23) school health sites, a medical mobile unit for outreach services, and a 30 bed women's substance-abuse 24 hour residential treatment facility.

The scope of services includes family medicine, internal medicine, obstetrics, gynecology, pediatrics, oral health, behavioral health, and substance abuse services. Additional services include podiatry, infectious disease care, nutrition, radiology, laboratory, case management, and health education. JTCHC employs a professional staff of drivers to provide non-emergency transportation services for patients to their medical appointments and to increase access for elderly and disabled residents of Miami-Dade County. The transportation system is integrated with the patient appointment scheduling system in order to automate the route scheduling based on location and appointment times.

Affiliation agreements with Jackson Memorial Hospital (JMH) and North Shore Hospital (NSH) assure that patients/clients are referred and have access to diagnostic testing, 24-hour crisis intervention counseling, occupational and physical therapy, specialty care, and hospitalization. JTCHC has access to the computer systems of both hospitals to track results and schedule appointments with specialists. In addition, JTCHC maintains many long-standing collaborative agreements with a variety of community organizations/health care providers such as the Miami Dade County Healthy Start Coalition, Camillus Health Concerns, New Horizons Mental Health, Miami-Dade County public schools, Miami Dade County Public Health Department, Miami Urban League, Miami Rescue Mission, Salvation Army, Florida Heart Research Institute, University of Miami Medical Center, NOVA Southeastern University Medical School, Walgreens as the provider for 340b pharmacy, and many more.

7. Service Area:

   The service area for the proposed project includes residents of the City of Miami Gardens and surrounding areas. The City of Miami Gardens was incorporated on May 12, 2003, as the 33rd city and the 3rd largest in Miami Dade County. It is located at the north-west corner of the Jessie Trice Community Health Centers, inc. catchment area. The city has a population of 107,167, based on the 2010 Census. The land for the new facility is centrally located in Miami Gardens, off 183rd street and 12th avenue.

8. Service Area characteristics (including demographics or population served and distribution of current population served by funding source, e.g., Medicaid, Medicare, Uninsured, Commercial insurance, etc.):

   The City of Miami Gardens has a population of 107,167 of which thirty percent (30,656) is over the age of 50, and 22% of the population is 55 or older. Another 27% per cent of the population (28,232) is under the age of 18, and the median age is 33.5 years. Data indicates that about 9.9% of families and 14.0% of the population were living below the poverty line, including 15.2% of those under age 18. Using the current UDS data from the Norland Center as an indicator, 72% of our patient base is uninsured, 26% covered by Medicaid/care, and only 2% have private insurance

The Unmet Needs Study, conducted by the Alliance for Aging (2007) found a high growth rate in the Black Senior population in the City of Miami Gardens. The study also found that the Median Family Income ($36,786) falls off dramatically for the 65 to 74 and 75+ age groups ($30,045 to $$20,682 and $10,542 respectively). The per capita income was $11,688. The Alliance statistics for the elderly in the population show a higher number of seniors 65+ who had two disabilities, including challenges with self-care. The study also indicated that a high number of seniors 65+ with 1 disability, with income below federal poverty level, had unmet needs (2,637 out of 28,972 (9.1%); For seniors age 75+ below the poverty level, 18.8% demonstrated unmet needs. (A special note: This study was completed prior to the current economic recession). Additional information suggests that a disproportional number of seniors raise their grandchildren.

The Florida Public Health Institute found that a significant proportion of county residents (52%) are unable to access routine dental care. Only 7% of adults and 18% of children with Medicaid coverage utilize dental services. The only dental care option for many is the hospital emergency room, and the number of dental Emergency Room visits at Jackson North Medical Center (the hospital that serves the Miami Gardens area) rose from 366 in 2008, to 431in 2010.

Miami-Gardens is also designated as both a Health Provider Shortage Area and Medically Under-served Area (HPSA/MUA).

9. Organizational Chart and point of contact: see attachment

Point of contact:

Annie R. Neasman
President & CEO
Jessie Trice Community Health Centers, inc.
5607 NW 27th avenue
Miami, Fl 33142
(305) 805-1700
aneasman@hcnetwork.org

10. Proposed budget for funding detailing the request:

The projected construction cost of the building including all site work and furnishing/equipment comes to a total of $3,177,060 broken down by the State's share of our local match of $1,300,000 and a Federal match of $1,877,060. See attached budget for further detail.

11. Provide a brief summary of your proposed project:

This application is for a capital development project to increase access to comprehensive services for families and seniors in the Miami-Gardens community. Funding for this project will build a new facility (Jessie Trice

Community Health and Wellness Center at Miami Gardens) designed to replace the current Norland Medical Center – which is too small to meet the needs of the target population. The new 8,500 sq ft center will be located inside the city limits of Miami Gardens at Miami Gardens Drive and 12th Avenue. This will be a unique facility to provide children, adults, and seniors with medical, dental and Behavioral Health services.

12. Describe plan for identification of participants for inclusion in the population to be served in the project:

JTCHC has partnered with the city of Miami Gardens on this project and has their support in planning community outreach to include all residents of Miami Gardens. The city has conducted its own assessment of residents needs and identified the populations in need of a medical home to be served by the new facility. JTCHC will work with the 24 Elementary schools in the city to inform children and families of the services available. JTCHC will also work with the Jackson North Medical Center hospital to develop an ER diversion program that will identify those who do not have a primary care provider and are using the Emergency Room for non-emergency visits.

13. How will access to primary care access system services be enhanced by this project?

The current JTCHC Norland center is a small center located at the back end of a shopping plaza. Construction on the road adjacent to the Norland Center over the last 3 years has frequently blocked the main entrance and makes it very difficult to find the front of the clinic. One physician and one dentist provide services utilizing 3 exam rooms and 2 operatories, respectively. Demand for services is increasing and will soon exceed capacity. Last year 2,765 patients were seen and 8,261 visits were provided. The proposed new facility will be centrally located within Miami-Gardens, and at the cross roads of a major avenue, allowing for easy access. A larger facility will allow for the expansion of the primary care infrastructure in an area designated as both a Health Provider Shortage Area and Medically Under-Served Area (HPSA/MUA).

The new facility will increase the capacity of adult medical and dental services from 2,000 sq ft to 8.500 sq ft, with 12 exam rooms and 4 dental operatories, and allow for the addition of pediatric and OB/GYN services which is currently not available at the Norland center, but much needed by the community. An estimated additional 3,800 patients and 13,400 visits will be provided to the community.

A major consideration in the project design is the service accommodations for seniors, adults, and children in need of a comprehensive medical home.
The unique design of the center creates separate units and lobbies that can be tailored to age-specific needs and preferences, i.e. a children's unit, an adult unit and one for seniors, further enhancing access and the likelihood of the target population seeking health care in a consistent manner, increasing the probability of a successful health outcome.

Additionally, the close proximity of the new facility to the hospital serving the Miami-Gardens area, Jackson North Medical Center, allows for an effective ER diversion program. This, along with the extended hours, will assist in reducing the amount of unnecessary emergency room visits and preventable hospitalizations, as residents are encouraged and educated to come to the center for non-emergency events.

14. Does the enhancement include hours of operation after 5:00 pm and/or on weekends at existing sites, or the establishment of a new clinic site?

The enhancements include both the establishment of a new facility and extended hours at that facility from 8am -8pm during the week and 10am-2pm on Saturdays.

15. Describe your capability to serve minority and culturally diverse populations:

In 1967, community leaders and compassionate physicians from the University of Miami founded the organization to address the medical needs of African-Americans in Miami-Dade who were often relegated to the fringes of medicine and denied access to hospitals and physician services. Over the years, JTCHC has continued to address the barriers faced by all minorities (African Americans, Hispanics, Haitians and others) which are not solely racial, but also economic, cultural and educational. For 45 years, JTCHC has provided high quality medical, dental, mental health and substance abuse services to our patients without regard to socio-economic status, ethnic/ racial affiliation or insurance coverage. JTCHC has the distinction of being the 1st Community Health Center in the state of Florida and among the first 5 in the nation. In 2011, JTCHC also became the first center in Florida to receive the Joint Commission certification of a Primary Care Medical Home

JTCHC is one of the largest minority employers in Miami-Dade, and the multi-cultural, multi-lingual staff are representative of the community they serve. Employees receive training in cultural-competency skills and in cultural sensitivity. Signage and important information and educational materials are available in 3 languages (English/Spanish/Creole). JTCHC maintains a "language bank" that lists languages spoken by employees who can be utilized as translators, and subscribes to a translation service that can be accessed over the phone to communicate with patients in any language.

Furthermore, the JTCHC Board of Directors is composed of minorities, many of whom live in the community and access care at JTCHC.

16. Describe how you will identify and address health care diversity issues as well as health care literacy barriers:

JTCHC understands that it is critical to assess each patient individually and not make cultural assumptions about a patient's beliefs or health practices. All JTCHC

employees receive training in Cultural Competency as part of their initial orientation when hired. JTCHC Care Team members ask patients and the families to define what they perceive as the cause of illness and what health practices the patient continues to follow, such as the use of herbal/folk remedies. Assessment forms in the Electronic Health Record are used to document patients' preferred language, learning needs, and learning styles, and are utilized in the development of an individualized culturally- sensitive teaching plan. The patient's concept of the illness and its cause help the Care Team to assess and prioritize learning needs and to incorporate cultural beliefs into the plan of care. Educational materials in the patient's preferred language and teaching techniques that are culturally relevant for the patient and family are available.

JTCHC also understands that "Literacy matters in health care because life threatening or potentially harmful mistakes may happen when people cannot read or understand written information" (Osborne, 2005, p. 11). Patients with poor reading skills may have difficulty analyzing instructions or synthesizing new information into existing behavior patterns, resulting in non-adherence with the plan of care. To effectively facilitate learning, the JTCHC Care Team evaluates a patient's literacy level and learning needs and addresses these issues when planning and delivering instructions. Most of the print material distributed is at a fifth grade reading level, which is understandable to the greatest number of patients. Printed material in conjunction with other teaching strategies, are employed to enhance patient learning.

17. Describe measures and data sources that you will use to evaluate the effectiveness of each initiative comprising your project:

The new facility in Miami-Gardens will be incorporated into the existing financial and clinical performance measures at JTCHC that are used to assess both the Quality and Quantity of care. These include the following:

- Number of patients and patient visits
- Patient demographics and payor source
- Preventive services (percent immunized, cancer screenings, oral health screenings, well-child visits, etc.)
- Chronic disease management (number with controlled BP, number of diabetics with A1c below 9, asthmatics, etc.)
- Diagnostic and treatment services by ICD-9 and CPT codes, and by provider
- HEDIS measures
- Joint Commission and NCQA Primary Care Medical Home standards
- Pharmaceutical analysis by diagnoses, by provider and by utilization
- Service Utilization reports
- Patient satisfaction reports

Data sources that JTCHC uses are reports generated from our own EHR system (Intergy & Dentrix) and from Practice Analytics, a report writing tool that pulls data out of Intergy.

18. Describe data collection and reporting capabilities including systems and staffing resources, provide a reporting template:

JTCHC has the capability of collecting data from a comprehensive list of reporting systems that includes the following:

- Intergy/ Vitera Practice Management system reports (financial and clinical)
- Practice Analytics – a report writer that aggregates data from Intergy
- AMALGA- a health vault that collects patient information/data from various sources such as hospitals, specialists, school-based clinics, primary physician, etc.
- Dashboards on important clinical and financial measures
- Dentrix (oral Health Electronic Record)
- CareWare (HIV reporting tool for Ryan White programs)
- Meaningful Use reports
- Patient registries generated from Intergy or AMALGA

The federal Unified Data Set (UDS) is the major template used for reporting purposes.

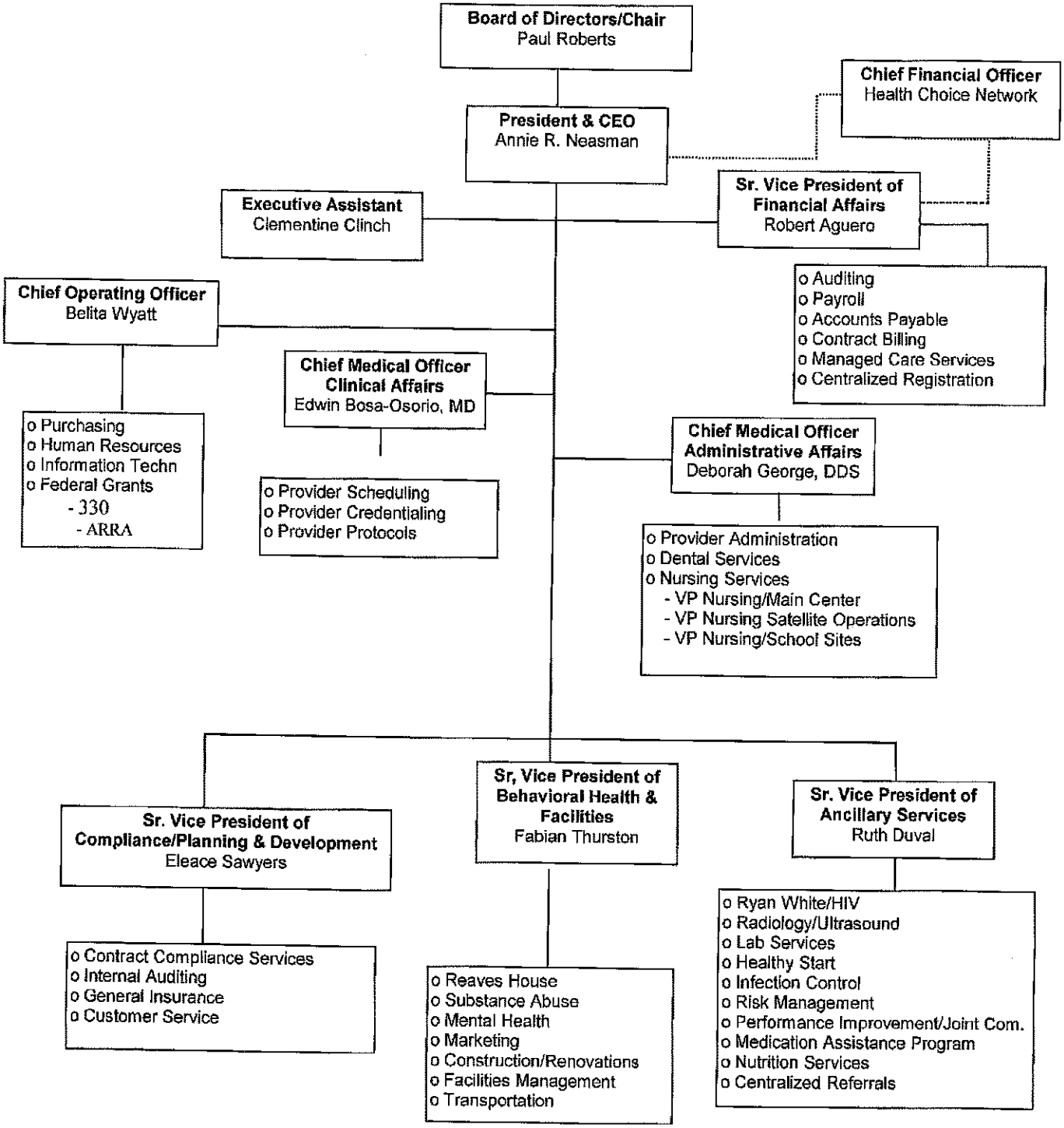
JTCHC staffing resources for reporting includes MIS personnel, a Data Analyst, and personnel at the Health Choice Network where the servers are housed and maintained.

19. Provide a letter of commitment from the local match fund source on that entity's letterhead: See attachment

Please attach an excel document with your itemized budget for your project. Keep in mind that if you are awarded a project grant, your financial reporting will be compared to this budget during the project period.

Selected entities will be required to complete required documentation needed for identification and payment processes for the Florida Medicaid Management Information System (FMMIS) if not a Medicaid provider at the time of selection.

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
EXECUTIVE ORGANIZATIONAL CHART



DATE: 07/31/12

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE / ITEM DESCRIPTION	SINGLE BLDG QUANTITY	UNIT	1ST BLDG S/C	Federal 57.73%	State 42.27%	TOTAL
DIVISION: 01 GENERAL						
01	8,500	SF	$ 75,570	$ -	$ 75,570	
TOTAL DIVISION - GENERAL CONDITIONS			$ 75,570	$ -	$ 75,570	$ 75,570
DIVISION: 02 SITE WORK						
02	8,500	SF	$ 246,500	$ -	$ 246,500	
TOTAL DIVISION - SITE WORK & DEMOLITION			$ 246,500	$ -	$ 246,500	$ 246,500
DIVISION: 03 CONCRETE						
03	8,500	SF	$ 206,130	$ -	$ 206,130	
TOTAL DIVISION - CONCRETE			$ 206,130	$ -	$ 206,130	$ 206,130
DIVISION: 04 MASONRY						
04	8,500	SF	$ 173,660	$ 100,250	$ 73,410	
TOTAL DIVISION - MASONRY			$ 173,660	$ 100,250	$ 73,410	$ 173,660
DIVISION: 05 METALS						
05	8,500	SF	$ 76,500	$ 44,160	$ 32,340	
TOTAL DIVISION - METALS			$ 76,500	$ 44,160	$ 32,340	$ 76,500
DIVISION: 06 WOOD AND PLASTICS						
06	8,500	SF	$ 42,500	$ 24,540	$ 17,960	
TOTAL DIVISION - WOOD AND PLASTICS: CARPENTRY & MILLWORK			$ 42,500	$ 24,540	$ 17,960	$ 42,500
DIVISION: 07 THERMAL AND MOISTURE						
07	8,500	SF	$ 42,500	$ 24,540	$ 17,960	
TOTAL DIVISION - THERMAL AND MOISTURE: ROOFING			$ 42,500	$ 24,540	$ 17,960	$ 42,500
DIVISION: 08 DOORS AND WINDOWS						
08	8,500	SF	$ 114,750	$ 66,250	$ 48,500	
TOTAL DIVISION - DOORS AND WINDOWS			$ 114,750	$ 66,250	$ 48,500	$ 114,750

DATE: 07/31/12

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE / ITEM DESCRIPTION	SINGLE BLDG QUANTITY	UNIT	1ST BLDG S/C	Federal 57.73%	State 42.27%	TOTAL
DIVISION: 09 FINISHES						
09	8,500	SF	$ 170,000	$ 98,140	$ 71,860	
TOTAL DIVISION - FINISHES			$ 170,000	$ 98,140	$ 71,860	$ 170,000
DIVISION: 10 SPECIALTIES						
10	8,500	SF	$ 38,250	$ 22,080	$ 16,170	
TOTAL DIVISION - SPECIALTIES			$ 38,250	$ 22,080	$ 16,170	$ 38,250
DIVISION: 11 EQUIPMENT						
11	8,500	SF	$ 17,000	$ 9,810	$ 7,190	
TOTAL DIVISION - EQUIPMENT			$ 17,000	$ 9,810	$ 7,190	$ 17,000
DIVISION: 12 FURNISHINGS						
12	8,500	SF	$ 42,500	$ 24,540	$ 17,960	
TOTAL DIVISION - FURNISHINGS			$ 42,500	$ 24,540	$ 17,960	$ 42,500
DIVISION: 13 MECHANICAL						
PLUMBING						
13	8,500	SF	$ 144,600	$ 83,420	$ 61,080	
MECHANICAL: HEATING AND VENTILATION						
13	8,500	SF	Excluded	Excluded	Excluded	
MECHANICAL: AIR CONDITIONING						
13	8,500	SF	$ 110,080	$ 63,550	$ 46,530	
MECHANICAL: SPRINKLERS						
13	8,500	SF	$ 58,230	$ 33,620	$ 24,610	
TOTAL DIVISION - MECHANICAL			$ 312,810	$ 180,590	$ 132,220	$ 312,810
DIVISION: 14 ELECTRICAL						
14	8,500	SF	$ 182,750	$ 104,950	$ 77,800	
TOTAL DIVISION - ELECTRICAL			$ 182,750	$ 104,950	$ 77,800	$ 182,750
DIVISION: 15 CONTRACTORS SERVICES						
15	8,500	SF	$ 140,250	$ -	$ 140,250	
TOTAL DIVISION - CONTRACTOR'S FEES			$ 140,250	$ -	$ 140,250	$ 140,250

DATE: 07/31/12

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE / ITEM DESCRIPTION	SINGLE BLDG QUANTITY	UNIT	1ST BLDG S/C	Federal 57.73%	State 42.27%	TOTAL
DIVISION: 16 ARCHITECT'S FEES						
16	8,500	SF	$ 119,000	$ 119,000	$ -	
TOTAL DIVISION - ARCHITECTS'S FEES			$ 119,000	$ 119,000	$ -	$ 119,000
TOTAL CONSTRUCTION COSTS			$ 2,000,670	$ 818,850	$ 1,181,820	$ 2,000,670
Contingencies (@ 10%)			$ 200,070	$ 81,890	$ 118,180	$ 200,070
			$ 2,200,740	$ 900,740	$ 1,300,000	$ 2,200,740
Equipment & Furniture			$ 286,900	$ 286,900	$ -	$ 286,900
Permit & Impact Fees			$ 124,960	$ 124,960	$ -	$ 124,960
Security & Low Voltage Wiring			$ 20,000	$ 20,000	$ -	$ 20,000
Soft Costs			$ 244,120	$ 244,120	$ -	$ 244,120
Administration & Legal			$ 275,340	$ 275,340	$ -	$ 275,340
Project Inspection Fees			$ 25,000	$ 25,000	$ -	$ 25,000
TOTAL PROJECT COST			$ 3,177,060	$ 1,877,060	$ 1,300,000	$ 3,177,060

MIAMI-DADE COUNTY
miamidade.gov

Management and Budget
111 NW 1st Street • 22nd Floor
Miami, Florida 33128-1926
T 305-375-5143 F 305-375-5168

July 26, 2012

Annie R. Neasman
President/CEO
Jessie Trice Community Health Center, Inc.
5607 NW 27 Avenue, Suite #1
Miami, FL 33142

Dear Ms Neasman:

On November 2, 2004, Miami-Dade County voters approved the passage of all eight bond questions relating to the Building Better Communities General Obligation Bond (BBC-GOB) Program. The BBC-GOB includes a line item, Project No. 305 – Primary Health Care Facilities, with a total allocation equal to $25 million.

On July 17, 2008, the Miami-Dade Board of County Commissioners approved Resolution No. R-855-08 allocating $4 Million for Project No. 305 – Primary Health Facilities to Jessie Trice Community Health Center, Inc (Jessie Trice). A copy of Resolution No. R-855-08 is attached. This allocation was provided to Jessie Trice for the intended purpose of expanding healthcare facilities.

We understand that Jessie Trice is seeking to increase access to primary care services in Miami-Dade County by applying for Primary Care Low Income Pool (LIP) grant. Jessie Trice has a total of $1,300,000 available for local match with $422,700 available during this fiscal year (ending September 30, 2012) and $877,300 available during the next fiscal year (FY 2013), which amounts, and the timing thereof, are subject to modification by the Board of County Commissioners, in its sole discretion, via budget amendments and by the Mayor and/or Mayor's designee, pursuant to Miami-Dade County Implementing Order 3-47, via cash-flow revisions for funding of the Project.

Jessie Trice continues to be an essential part of the County's network of Federally Qualified Health Centers (FQHC's) which provides critical primary care services to our most vulnerable residents. We support their efforts to expand healthcare services in our community.

Sincerely,

Jennifer Moon, Director
Office of Management and Budget

Attachment

c: Janet Perkins, Executive Director, Office of Countywide Healthcare Planning

jgm06812

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

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

Amended
Agenda Item No. 9(A)(5)

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

From: George M. Burgess
County Manager

Resolution No. R-855-08

Subject: Resolution Approving the Allocation in an amount equal to $10 Million from Building Better Communities General Obligation Bond Program Project No. 305 – "Primary Health Care Facilities" to Borinquen Health Care Center, Inc.; Camillus Health Concern, Inc.; Helen B Bentley Family Health Center, Inc.; and Jessie Trice Community Health Center, Inc. #R-855-08

At the June 17, 2008 Board of County Commissioners ("Board") meeting, the Board approved an allocation in an amount equal to $2 million from the Building Better Communities General Obligation Bond Program (the "BBC Program") Project No. 305 – "Primary Health Care Facilities" (the "Primary Health Care Facilities Fund") to Citrus Health Network, Inc. ("Citrus Health Network") for the purchase of a facility. This allocation was approved by the Board by motion due to time constraints associated with the negotiation and purchase of the facility. The remaining four community health centers are presented in this request.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the allocation in an amount not to exceed $10 million from the BBC Program Primary Health Care Facilities Fund to Borinquen Health Care Center, Inc. ($2.4 million); Camillus Health Concern, Inc. ($.6 million); Helen B Bentley Family Health Center, Inc. ($3 million); and Jessie Trice Community Health Center, Inc. ($4 million) for the construction and expansion of their primary care facilities. It is anticipated that these facility expansions will result in an increase in available clinics, programs, services, patients served, visits and primary care facility capacity throughout Miami-Dade County. BBC Program Grant Agreements will be executed based on each community health center's readiness to move forward and as funding permits. Borinquen Health Care Center's construction of new site is tentatively proposed for either District 6 or District 10, and currently serves the residents of District 3; Camillus Health Concern's proposed expansion of existing facility and possibly a mobile clinic is in District 3, and currently serves Districts 3, 5 and 7; Helen B. Bentley Family Health Center's proposed expansion of existing facility is in District 7, and currently serves the residents of Districts 5, 6, 7 and 10; and Jessie Trice Community Health Center's construction of new site is proposed for District 3, its proposed expansion is in District 2, and currently serves the residents of Districts 1, 2, 3 and 6.

Scope

The combined primary service areas of these four primary health care centers and their satellites, which are classified as Federally Qualified Health Centers (FQHCs), serve Commission Districts 1, 2, 3, 5, 6, 7,10, and 11. The proposed expansion and planned improvements of the FQHCs will impact patients in the Commission Districts within this expansive service area. Three previously awarded FQHCs, Miami Beach Community Health Center, Community Health of South Florida, and Citrus Health Network, serve the remaining Commission Districts 4, 8, 9, 12, and 13 . Collectively, the seven FQHCs serve the entire County.

Fiscal Impact/Funding Source
The fiscal impact of $10 million will be funded by the BBC Program Primary Health Care Facilities Fund.

Track Record/Monitor
These four FQHCs have a long history of providing comprehensive, high quality and cost-efficient health care to the underserved communities of Miami-Dade County. These professionally recognized health centers are the primary medical home for tens of thousands of patients, serving as a dependable long-term solution to the growing shortage of affordable health care services. Monitoring of this BBC Program allocation will be handled jointly by the Office of Countywide Healthcare Planning (medical equipment and clinical facilities) and the Office of Capital Improvements (general structural and facilities improvements). Payments will be made on a reimbursement basis in accordance with the BBC Program Grant Agreements.

Background
On July 20, 2004, the Board approved eight resolutions to be placed on the ballot for the November 2, 2004 election. Resolution No. 916-04 provides funds to construct and improve emergency and healthcare facilities and includes a line item for BBC Program Project No. 305 - Primary Health Care Facilities with a total allocation equal to $25 million.

The Office of Countywide Healthcare Planning (OCHP) has been tasked with leading the planning efforts and allocation recommendations for the Primary Health Care Facility Fund among the FQHCs. To date $15 million has been allocated to FQHCs: $8 million was allocated on December 20, 2005 for the purchase and renovation of the Miami Beach Community Health Center; $5 million was allocated on November 6, 2007 for the construction and expansion of primary care facilities of Community Health of South Florida; and $2 million was allocated on June 17, 2008 for the purchase of a new site for Citrus Health Network to provide primary care services.

The recommendation to allocate the remaining $10 million in Primary Health Care Facilities Funds for these four FQHCs is projected to result in total improvements in the ability to serve approximately 9,000-15,000 additional patients at all 4 FQHCs in the first year of full operations after construction is completed at all four FQHCs, representing approximately 25,000-50,000 patient visits. It is estimated that this allocation will leverage between $5 million to $13 million in additional funds (combined operational and capital dollars). It is projected that a total increase of approximately 20,000 to 26,000 square feet of primary care space will result.

We recommend FQHCs receive the Primary Health Care Facilities Funds because they are designated by the federal Health Resources and Services Administration's Bureau of Primary Care to provide primary care services to the County's underserved and uninsured. Each FQHC receives federal funding to offset the cost of providing charity care including enhanced Medicaid and Medicare reimbursement rates. In Miami-Dade County, there are seven FQHCs operating twenty-two different clinic sites, providing services to residents in all thirteen Commission districts.

The existing County network of FQHCs serves diverse populations and provides the County with critical primary care services including chronic disease management. FQHCs are safety

net providers, serving the uninsured and low-income. Approximately 20% of the patients at the FQHCs are enrolled in Medicaid, with more than 60% of their patients uninsured. The FQHC patient population includes 35% Black and 53% Hispanic. In 2007, the four FQHCs served more than 60,000 patients, totaling more than 225,000 visits. These FQHCs offer comprehensive services to the uninsured, underserved, and low-income population. Primary care services include family health, pediatrics, OB/GYN, pharmacy, optometry, radiology, oral health, laboratory services, and immunizations.

The existing County network of FQHCs reaches a diverse element of the population and provides the County with increases in primary care services including chronic disease management. A multifaceted plan can reduce the physical and financial costs of chronic disease, through enhanced community health systems, self-management, delivery systems, and clinical information systems.

OCHP has worked collaboratively with the FQHCs to develop an allocation methodology that distributes the Primary Health Care Facilities Funds. These FQHCs represent the primary care providers who have the greatest opportunities to leverage this capital funding into an even greater amount of additional capital and more importantly, to generate the operating funds needed to turn these new facilities into functional clinical services.

To ensure that Primary Health Care Facilities capital funding is invested in facilities that will provide a medical home for each patient, sustainable health services, and the ability to maximize leveraged funding and reimbursement, OCHP continues to work closely with the individual FQHCs and their administrative services organization, Health Choice Network, in developing a comprehensive plan, as well as streamlining the facility enhancements to ensure an increase in primary care facilities, services, visits and patients. OCHP's collaborative planning with each FQHC will result in additional capital and operational dollars as match funds for the Primary Health Care Facilities Fund. The Primary Health Care Facilities Funds will only be used for capital costs and not for working capital and operations.

This recommendation was presented to the Building Better Communities Citizens' Advisory Committee at their meeting of May 1, 2008. After hearing an explanation of the subject item at that meeting, there was a consensus among the members of the Committee that the item should be considered by the Board after committee review. It is recommended that the BCC approve the allocation to Borinquen Health Care Center, Inc.; Camillus Health Concern, Inc.; Helen B. Bentley Family Health Center, Inc.; and Jessie Trice Community Health Center, Inc. from the Primary Health Care Facilities Fund.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 17, 2008

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

SUBJECT: Amended Agenda Item No. 9(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

4

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 9(A)(5)
7-17-08

RESOLUTION NO. R-855-08

RESOLUTION APPROVING ALLOCATIONS FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 305 -- "PRIMARY HEALTH CARE FACILITIES" TO BORINQUEN HEALTH CARE CENTER, INC. IN AN AMOUNT EQUAL TO $2.4 MILLION, CAMILLUS HEALTH CONCERN, INC. IN AN AMOUNT EQUAL TO $.6 MILLION, HELEN B. BENTLEY FAMILY HEALTH CENTER, INC. IN AN AMOUNT EQUAL TO $3 MILLION, AND JESSIE TRICE COMMUNITY HEALTH CENTER, INC. IN AN AMOUNT EQUAL TO $4 MILLION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves an allocation from the Building Better Communities General Obligation Bond Program Project No. 305 – "Primary Health Care Facilities" to: (a) Borinquen Health Care Center, Inc. in an amount equal to $2.4 million (with $500,000 allocated to be used within the North Miami area and the balance to fund the construction of a new primary care facility in Commission District 6); (b) Camillus Health Concern, Inc. in an amount equal to $.6 million; (c) Helen B. Bentley Family Health Center, Inc. in an amount equal to $3 million; and (d) Jessie Trice Community Health Center, Inc. in an amount equal to $4 million for the purpose of increasing health care facilities in our community.

2

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 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.

GBK

Geri Bonzon-Keenan

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2013, by and between Miami-Dade (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $1,300,000.

    a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large, all as more specifically detailed in Section 10 of this Agreement.

    b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:

        i. The Disproportionate Share Hospital (DSH) program.

        ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.

        iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.

        iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.

        v. Increase the annual cap on outpatient services for adults from $500 to $1,500.

        vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.

        vii. Medicaid LIP payments to hospitals in the approved appropriations categories.

        viii. Medicaid LIP payments to Federally Qualified Health Centers.

        ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.

        x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of $1,300,000. The County will transfer payments to the State upon notification by the Agency.

The State will bill the County for payments and specify when due; provided, however, the County shall have at least ten (10) business days from receipt of the invoice to process and remit such payment(s).

3. Timelines: This agreement must be signed and submitted to the Agency no later than March 31, 2013, to be effective for SFY 2012-2013.

4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2012-2013.

5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.

6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.

7. With the exception of Resolution Nos. R-855-08, R-415-12 and R-____-12, and the agreements incorporated therein, the County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

9. The anticipated distribution for Jessie Trice Community Health Center, Inc. for State Fiscal Year 2012-13 is $3,075,467.

10. The County and the State agree that, pursuant to Resolution No. R-___-13 adopted by the Board of County Commissioners of Miami-Dade County (Attachment 1), Jessie Trice Community Health Center, Inc. in accordance with the approved LIP project and specifically section 1.b)i.a) of this agreement, shall be required to spend no less than $1,300,000 of the $3,075,467 distribution to fund capital expenses incurred for the construction of the facility on a two-acre parcel of County owned land currently owned by the County and leased to Jessie Trice Community Health Center, Inc. pursuant to a lease agreement by and between the County and Jessie Trice Community Health Center, Inc. located at N.W. 183rd Street and N.W. 37th Avenue (Floio No.: 34-2108-007-

0011) in Miami Gardens, Florida, to increase the number of patient exam and treatment rooms available for Miami-Dade County's Medicaid and uninsured population. If the State fails to remit an aggregate amount equal to or greater than $1,300,000 to Jessie Trice Community Health Center, Inc. by June 15, 2013, the State shall remit to the County $1,300,000 no later than July 15, 2013, which amount shall be paid in a single lump sum payment and without further invoice, notice or demand. If (i) the State remits an amount equal to or greater than $1,300,000 to Jessie Trice Community Health Center, Inc. by June 15, 2013, (ii) Jessie Trice Community Health Center, Inc. deposits at least $1,300,000 in an Escrow Account as required by the provisions of Resolution No. R-___-13, and (iii) Jessie Trice Community Health Center, Inc. fails to construct or complete the facility as set forth in section 10, the State understands and agrees that the County may exercise all remedies available at law to recoup its local government match, including specifically the right to require disbursement of funds to the County from the escrow account in an amount equal to $1,300,000 as permitted by the Funding Agreement by and between the County and Jessie Trice Community Health Center, Inc. The County is not obligated to provide reporting data for any of the programs described in Section 1.b. of this Agreement. This section 10 shall survive expiration or early termination of this agreement.

11. This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013 and shall be terminated June 30, 2013.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Miami-Dade

_____
Signature

_____
Name

_____
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Assistant County Attorney

HARVEY RUVIN, CLERK

_____
Deputy Clerk

State of Florida

_____
Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Local Government Intergovernmental Transfers	
Program / Amount	**State Fiscal Year 2012-2013**
DSH	
LIP, Exemptions & SWI	1,300,000
Nursing Home SMP	
Total Funding	**$1,300,000**

ATTACHMENT D
TO FUNDING AGREEMENT

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2013

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2013 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida non-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2013, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $1,300,000 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility located at on a two-acre parcel of land located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL (Folio No.: 34-2108-007-0011) currently owned by the County and leased to Jessie Trice pursuant to a lease agreement by and between the County and Jessie Trice , for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $1,300,000 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS; INVESTMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $1,300,000 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Jessie Trice or the County after the initial deposit of $1,300,000 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Jessie Trice and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $1,300,000 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Jessie Trice and the County. Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Jessie Trice shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Jessie Trice shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Jessie Trice and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Jessie Trice or its own counsel, at the expense of Jessie Trice, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Jessie Trice or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions) if applicable, to Jessie Trice. Jessie Trice agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Jessie Trice, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Jessie Trice and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Jessie Trice's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent shall apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: _____
Annie Neasman, President

TD Bank, N.A.

By: _____
_ Vice President

Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2013 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice

By: _____
Name:
Title:

County

By: _____
Name:
Title:

BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM ADMINISTRATIVE RULES

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ARTICLE I - GENERAL CONDITIONS

SECTION 1. BACKGROUND

These administrative rules govern the implementation by Miami-Dade County (the "County") of its Building Better Communities General Obligation Bond Program as established by Ordinance No. 05-47 (the "Ordinance").

SECTION 2. SCOPE

These administrative rules have been prepared to address the administration and allocation of funds for the projects and programs identified in the Building Better Communities General Obligation Bond Program ("BBC GOB Program"). In addition to the funding of Projects specifically listed in the BBC GOB Program, eligible projects may be funded through the process described in these administrative rules with monies from four (4) funds. The funds are the Historical Preservation Fund, the Economic Development Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Health Care Facilities Fund (collectively, the "Funds").

SECTION 3. GENERAL

All recipients of funding for specific projects identified in the BBC GOB Program and for projects approved for funding from one of the Funds are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional copies of the administrative rules and/or application materials may be obtained by contacting the County Executive Office. All inquiries, correspondence and applications for the BBC GOB Program should be addressed to:

Miami-Dade County
County Executive Office
111 NW 1 Street
Suite 2910
Miami, Florida 33128
Attention: Director, Office of Capital Improvements

or to a Department or agency of Miami-Dade County, serving as the County Mayor's Designated Representative.

SECTION 4. DEFINITIONS

The following is a list of terms and definitions that are used in these administrative rules:

"Acquisition" means the act of obtaining real property and/or capital assets or interests and rights in real property and/or capital assets by various legal means to serve public purposes.

"Applicant" means a Public Agency, not-for-profit organization, Municipality or other entity eligible to participate in the BBC GOB Program, which submits a Funding Application Package to the County.

"Application" means the process described in these rules to make a formal request for Funding Allocation which remains open until the execution of a Grant Agreement or Interlocal Agreement, as the case may be, or a decision by the County not to provide a Funding Allocation.

"Application Submission Period" means a formally announced period of time for the submission of a Funding Application Package in a given Funding Cycle.

"Authorizing Resolutions" mean Resolution Nos. R - 912-09, R - 913-09, R - 914-09, R - 915-09, R - 916-09, R - 917-09, R - 918-09 and R - 919-09, as each may be amended from time to time.

"Board of County Commissioners" or **"Board"** means the legislative and the governing body of the County.

"Community-Based Organization" or **"CBO"** shall refer to any not-for-profit 501(c)(3) agency, group, organization, society, association, partnership or individual whose primary purpose is to provide a community service designed to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.

"County" means Miami-Dade County, Florida.

"County Mayor" or **"Mayor"** means the head of the administrative branch of the County government or his/her designated representative.

"Development" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve the public.

"Designated Projects" means the specific Projects listed in Appendix A to each of the Authorizing Resolutions for inclusion in the BBC GOB Program.

"Fixtures, Furniture and Equipment" or "FF&E" means 1) Fixtures - items that are permanently affixed to the building or property, i.e., doors, bathroom stalls, A/C units, etc.; 2) Furniture - indoor furnishings needed to allow proper use of a building, i.e., desks, chairs, tables, workstations, etc.; and 3) Equipment - non-consumable tangible property with a life of at least one year that is directly related to the funded project, such as bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

"Fund Projects" means the specific Projects approved by the Board pursuant to these administrative rules for a Funding Allocation from one of the Funds.

"Funding Allocation" means (i) the total amount of Building Better Communities General Obligation Bond funds approved by the Board for use by a Recipient for a specific Project as set forth in the Authorizing Resolutions; or (ii) the total amount approved by the Board from a Fund for use by a Recipient for a specific Project.

"Funding Application Form" means the base application form provided by the County Mayor or County Mayor's designee to be completed by the Applicant and submitted as part of a Funding Application Package.

"Funding Application Package" means the complete submittal package required by these administrative rules and submitted by an Applicant for a Project. (See Article II, Section 2).

"Funding Cycle" means the time between the opening of an Application Submission Period and the approval by the Board of the Projects to receive a Funding Cycle Allocation.

"Funding Cycle Allocation" means the amount of the Building Better Communities General Obligation Bond funds approved by the Board in a given year for use by a Recipient for implementation of a Project pursuant to these administrative rules.

"Funds" means any and/or all of the following four funds included in the BBC GOB Program to address grant requests for Fund Projects: the Economic Development Fund, the Historical Preservation Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Healthcare Facilities Fund.

"Grant Agreement" means an executed grant agreement between the County and a Recipient (other than a grant to a Municipality or Public Agency, which grant will be evidenced by an executed Interlocal Agreement) setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"Interlocal Agreement" means an executed grant agreement between the County and a Recipient that is a Municipality or Public Agency setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"LEED" refers to *Leadership in Energy and Environmental Design* and means an ecology oriented building certification under a program sponsored by the U.S. Green Building Council.

"Match" means cash committed by the Recipient, as stipulated in the approved Grant Agreement or the Interlocal Agreement, as the case may be, to complement funding awarded from the BBC GOB Program.

"Municipality" means a political unit, such as a city, town, or village, incorporated for local self-government within the confines of Miami-Dade County.

"Ordinance" means the Building Better Communities General Obligation Bond Ordinance No. 05-47.

"Pre-Agreement Expenses" means eligible expenses identified in Article III, Section 1(B) of these rules incurred by a Recipient for accomplishment of a Project prior to full execution of a Grant Agreement or an Interlocal Agreement, as the case may be.

"Project" means each Designated Project or Fund Project, as the case may be, approved by the County for a Funding Allocation.

"Public Agency" or **"Public Agencies"** means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any Municipality within the County.

"Recipient" means an entity receiving a Funding Allocation.

"REMI Model" means a simultaneous equations econometric model developed by REMI Inc. and suitable for estimating the dynamic economic impacts of real property and other capital investments in Miami-Dade County.

"Soft Costs" means real and verifiable expenditures for administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), imposed fees (e.g., permit processing fees) and those costs NOT related to construction material, labor, equipment or construction sub-contractors. Soft Costs for the purpose of this Program are classified by the following three areas:

- Project Administration - administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.) and imposed fees (e.g., Professional Services Agreement selection/permit processing fees). Project management related to construction supervision is not considered a soft cost; and
- Planning Services - Master Plan development and approval and feasibility studies; and
- Design Services - schematic design, design development, construction documents, bidding or negotiation and as built drawings.

Construction supervision and/or inspection are not considered Soft Costs. All costs associated with land acquisition such as: appraisals, due diligence, cost of land, project administration related to land purchase, legal fees, etc. are not part of the Soft Costs.

"Strategic Area" means geographic areas identified as the Opa-locka Executive Airport property and designated adjacent areas, the Civic Center/Medical District area, the Port of Miami, the Kendall-Tamiami Executive Airport and designated adjacent areas, and the Homestead Air Force Reserve Base and designated adjacent areas. The boundaries of these areas are identified in Exhibit L to these Administrative Rules.

"Targeted Urban Areas" or **"TUA"** means the geographical communities which have been designated by the Board and defined in the County Code of Ordinances Article VI Sec.30A-129(2).

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services. Projects occurring within areas defined as UMSA are subject to the same administrative rules as any other project seeking Building Better Communities General Obligation Bond funding, regardless of the entity involved in the Project.

ARTICLE II – FUNDING PROCEDURES

SECTION 1. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS

An Application Submission Period may be established on a periodic basis or a Funding Allocation may be awarded to a Recipient by the Board on a case by case basis. Each Project may be awarded a Funding Cycle Allocation during one or more Funding Cycles.

Eligible entities must apply for these Funding Cycle Allocations. A Grant Agreement or Interlocal Agreement between the County and the Recipient, as the case may be, implements the Funding Cycle Allocations.

If an Application Submission Period is opened, the Funding Application Package shall be delivered on or before the last day of the announced Application Submission Period. The County may announce an additional Application Submission Period if funds remain or become available after the preceding Application Submission Period is complete. Each Application Submission Period and other pertinent application information shall be publicly announced in newspapers of general circulation in the County at least one (1) month prior to the deadline for submission of the Funding Application Package, unless otherwise waived by the Board.

Funding Application Packages for Projects under the Economic Development Fund program will be evaluated on a case by case basis, and may be submitted for review by the County Mayor or the County Mayor's designee at any time as long as funding under this Fund is available.

Final grant award of Funding Allocations pursuant to an Application Submission Period are subject to approval by the Board.

SECTION 2. FUNDING APPLICATION

An Applicant must submit a complete Funding Application Form in order to be eligible to receive a Funding Allocation award. A complete Funding Application Package means one that meets all the requirements of the Ordinance and these administrative rules and is supported by proper documentation required by these administrative rules. The Funding Application Package shall consist of:

1) Completed Funding Application Form.

2) Completed line item budget. The line item budget must be submitted with budget justifications for the Construction and Fixtures, Furniture and Equipment line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixtures, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Grant Agreement or Interlocal Agreement, as the case may be. (See Article III, Section 1(C), and for Projects under the Economic Development Fund Program, Article II, Section 3(B)1).

3) Letter(s) of commitment for matching funds that complement the Funding Allocation request as may be required by the Application.

4) Projected completion date for the Project and if the Project will be constructed in phases, the completion date of each phase.

5) Project location map.

6) For Development Projects, certification of ownership of a site by the Applicant or evidence of land tenure sufficient to satisfy the County that the Project may be developed on the designated site.

7) Written evidence (resolution or other legally required documentation), which at a minimum: (i) authorizes the execution of the Grant Agreement or the Interlocal Agreement, as the case may be; (ii) commits the Applicant to complete the Project; (iii) as applicable, commits the

Applicant to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Funding Allocation shall not be used in substitution of other capital project funding available to the Applicant.

8) Any other documentation that the Board may require from time to time.

An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement or the Interlocal Agreement, as the case may be, unless otherwise modified by approval of the Board in accordance with these rules and the Ordinance.

In the event an applicant intends to submit a request for pre-agreement reimbursement, the applicant shall comply with Article III, Section 1(B).

SECTION 3. ELIGIBILITY REQUIREMENTS

A) Designated Projects

Eligibility requirements for Applicants:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation. Comply with the County's Administrative Order 3-15.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality or Public Agency based in Miami-Dade County.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Designated Project shall be situated.
- Financially stable including financial commitments to complete the Designated Project.

B) Fund Projects

1. Funds Objectives

The Economic Development Fund (the "EDF") is a component of the Building Better Communities Bond Program and is available for the purpose of providing infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs. The EDF includes $75 million that is available countywide and $15 million that is specifically focused on the County's designated Targeted Urban Areas. Eligible uses of the EDF include but are not limited to: infrastructure funding for road construction, water and sewer lines, fencing, sidewalks, entryways, lighting, and handicap accessibility; acquisition of land or buildings subject to certain limitations and to be evaluated on a case-by-case basis; new construction or renovation of buildings subject to certain limitations and to be evaluated on a case-by-case basis; and construction or acquisition of parking lots and structures subject to certain limitations and to be evaluated on a case-by-case basis. Ineligible uses of the EDF include but are not limited to: working capital; furniture and fixtures; office equipment; and other non-capital related expenses.

The Historical Preservation Fund, the Primary Healthcare Facilities Fund and the Not-for-Profit Community Organization Capital Fund are a component of the Building Better Communities General Obligation Bond initiative for the purpose of funding projects that support the County's historic preservation, primary healthcare, and community agency infrastructure needs. These are capital projects that improve the quality of life for the County's citizens, enhance medical facilities, rehabilitate historic properties, save irreplaceable historic venues, and serve as a catalyst for preserving and protecting Miami-Dade County's future. Medical institutions, historically and culturally significant properties, and Community-Based Organizations needing capital funds for construction, renovation, and expansion of facilities within the community that meet the criteria for the following programs may be eligible for assistance from these funds.

2) Program Descriptions and Criteria

a) Economic Development Fund.

The Economic Development Fund includes $75 million that is available for "game changing" projects. The primary objectives of this program are to provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs by providing incentives that catalyze private sector investments, accelerate job creation, and attract capital investments with a strong potential to transform the local economy in ways that strengthen the economy's capacity for innovation and commercialization of scientific advancements, expand leadership in local industry clusters such as Aviation and Aerospace, Financial and Professional Services, Homeland Security and Defense, Information Technology, Life Sciences, and International Trade and Global Commerce, and/or produce job opportunities. These industry clusters exist in the Strategic Areas (see Exhibit L attached to these Administrative Rules). This component of the Economic Development Fund is referred to as Project No. 124. No more than $15 million or less than $10 million may be allocated to any single entity or project.

The Economic Development Fund also includes $15 million that is specifically available for projects in the County's designated Targeted Urban Areas to spur economic development and attract new businesses in order to create jobs. This component of the Economic Development Fund is referred to as Project No. 320. No more than $3 million from Project 320 may be allocated to any single Targeted Urban Area.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Economic Development Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Economic Development Fund Project will be situated.
- Demonstrated financial capacity and financial commitments using other non-County sources to complete the Economic Development Fund Project.

b) Historic Preservation Fund

This program includes $10 million and is intended to provide matching funds to private property owners, private nonprofit organizations, and municipal government agencies for the acquisition, relocation and rehabilitation of designated historic properties, or properties eligible for designation as a historic property or as a contributing historic district property, which has applied for such a designation within Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Historic Preservation Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality entity or Public Agency based in Miami-Dade County.
- Owner of residential or commercial property located within Miami-Dade County.
- Individually listed as municipal, County, State or National Register of historic property located in Miami-Dade County.
- Contributing Property within a designated municipal, County, State or national historic district located in Miami-Dade County.
- Property determined eligible for listing as an individual historic site or as a contributing historic district property, and which has applied for such designation, in a Municipality, County, State or National Register, and located within Miami-Dade County.
- Those listed in any Request For Proposal's related to this Fund.

c) Not-for-Profit Community Organization Capital Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of life of Miami-Dade County by delivering needed services. The $30 million allocated to this fund recognizes the importance and continuing contributions that these organizations make to the future of Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Not-for-Profit Community Organization Capital Fund are:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.

- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.
- Those listed in any Request For Proposal's related to this Fund.

d) Primary Healthcare Facilities Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of primary healthcare within Miami-Dade County by delivering needed services. The $25 million allocated to this fund recognizes the importance and continuing contributions that these organizations, and the care that they provide, make to the future of Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Primary Healthcare Facilities Fund are:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.
- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.
- Those listed in any Request For Proposal's related to this Fund.

SECTION 4. ELIGIBILITY DETERMINATION AND EVALUATION

A) Economic Development Fund – Project 124

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may consult with the following entities to assist in the review of the Funding Application Package:

- Department of Housing and Community Development
- Coalition of Chambers of Commerce
- Task Force on Urban Revitalization
- Miami-Dade Economic Advocacy Trust
- Beacon Council
- Greater Miami Chamber of Commerce
- Dade League of Cities

1. Eligibility Requirements for Projects

- Grant awards under Project 124 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, and support economic development activities and attract new businesses having the potential to create a significant number of permanent jobs in Miami-Dade County; and
- Economic development projects supported with Project 124 funds must demonstrate long-term economic benefits to Miami-Dade County in spurring future economic growth through an analysis of local economic and County fiscal impacts over a 20-year time period using a Miami-Dade County REMI model or an equivalent economic impact model widely available and professionally accepted among economists for economic and fiscal impact analysis.

Development projects that are LEED certified will receive additional consideration in the evaluation process commensurate with the level of LEED certification in order to provide an incentive to build energy efficient facilities and reduce CO_2 emissions.

2. Special Conditions Regarding Reimbursements

- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a maximum cap of $15 million and a minimum amount of $10 million.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants in excess of $5 million would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Annual benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks in accordance with IRS rules and regulations governing the issuance of tax exempt bonds. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.
- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation, by submitting a resolution seeking award of grant funds, and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be.

B) Economic Development in Targeted Urban Areas Fund – Project 320

1. Eligibility Requirements for Projects

- Grant awards under Project 320 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, within the boundaries of the County's Targeted Urban Areas.
- The infrastructure improvements must support economic development and attract new businesses in order to create jobs in the Targeted Urban Areas.
- The project must include private sector investment and leverage public bond monies with other funding sources.
- The project must create a significant number of jobs that are available to residents of a Targeted Urban Area.

2. Special Conditions Regarding Reimbursements

- No more than $3 million of reimbursements can be allocated within any one Targeted Urban Area.
- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a cap of the lesser of $3 million or the total amount of grant funding available within such Targeted Urban Area.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as

appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.

- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation by submitting a resolution seeking award of grant funds and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be. The County Mayor or the County Mayor's designee may convene a committee of members of the Task Force on Urban Economic Revitalization, community leaders and/or economic development experts to assist in the review of Project 320 grant applications. Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law.

C) Determination and Evaluation of Applications for Other Funds

If an Application Submission Period is established, then following closure of the Application Submission Period, the County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may use entities such as the following to assist him in the review and may create Project Review Committees.

Historic Preservation Fund

- Dade Heritage Trust
- Historic Preservation Board

Not-for-Profit Community Organization Capital Fund

- Alliance for Human Services
- Dade Community Foundation

Primary Healthcare Facilities Fund

- Office of Countywide Health Care Planning

Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law. Funding Allocations for eligible projects may be recommended to the County Mayor or the County Mayor's designee by the Project Review Committee. The County Mayor or the County Mayor's designee and the Project Review Committee may determine that a Funding Application Package be classified as:

a) **Ineligible.** Declaration that the Project identified in a Funding Application Package is ineligible.

b) **Conditionally Eligible.** Declaration that a Project is eligible for funding upon satisfaction of specified conditions.

c) **Eligible.** Declaration that a Project identified in a Funding Application Package is fully eligible.

Funding Application Packages determined to be Eligible or Conditionally Eligible shall be reviewed and competitively evaluated to recommend Funding Allocations. A listing of all Funding Application Packages shall be presented to the Board by the County Mayor or the County Mayor's designee in the form of a Resolution stating the eligibility determination, presenting the funding recommendations of the County Mayor or the County Mayor's designee based on the competitive evaluation and seeking approval for the award of a Funding Allocation and the disbursement of funds. In the event that an award of a Funding Allocation to a Conditionally Eligible Recipient is approved by the Board, staff shall verify that all conditions precedent have been satisfied prior to executing a Grant Agreement or an Interlocal Agreement, as the case may be.

ARTICLE III – GRANT ADMINISTRATION

SECTION 1. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY

A) Grant Agreement or Interlocal Agreement

1) As a condition of award of a Funding Cycle Allocation, the County and the Recipient shall enter into a Grant Agreement or an Interlocal Agreement, as the case may be, which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Funding Cycle Allocation.

2) The Grant Agreement or the Interlocal Agreement, as the case may be, shall specify the following and shall incorporate such other terms and conditions as may be required by particular circumstances:

a) A Project Narrative/Description of Project, including location of Project, and beginning and end dates;

b) An overall budget for the final Project, identifying additional sources of revenue;

c) A Funding Cycle Allocation and Funding Allocation line item budget (proposed use of BBC GOB funds);

d) If the Recipient is a Community-Based Organization or other entity (not a Municipality or Public Agency), a letter of commitment of matching funds validly executed committing the organization to raise any additional capital funds necessary to complete the Project, and committing to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the Recipient's Board of Directors or governing entity;

e) If the Recipient is a Municipality or Public Agency, a letter of commitment of matching funds validly executed committing the organization to appropriate capital funds necessary to complete the Project and to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the governing board of such Municipality or Public Agency;

f) Certification of ownership, or evidence of lease or other use agreement for a minimum un-expired term of 25 years;

g) Business plan and/or operating pro-forma, defining and identifying strategies to address the impact the Project will have on the organization's operational structure; and

h) A list of consultants that will be involved in the development of the Project (e.g., Owner's project manager(s), Architecture and Engineering team, Specialty Consultants, Developers, General Contractor or Construction Manager, etc.) as they become

available.

B) **Pre-Agreement Expenses.** The incurring of Pre-Agreement Expenses by a Recipient creates no obligation on the County to execute a Grant Agreement or Interlocal Agreement, as the case may be, or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, a Recipient may incur eligible Pre-Agreement Expenses and then after the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, be reimbursed for those costs, provided that:

1) The costs and activities are funded as part of the Funding Allocation award and are in compliance with the requirements of the Ordinance and these rules.

2) For those Projects funded by bond proceeds from bond sales subsequent to the sale of the Series 2005 Bonds, reimbursement of Pre-Agreement Expenses is limited to those Pre-Agreement Expenses incurred one (1) year prior to the first day of the Application Submission Period, unless previously approved by the Board. Pre-Agreement Expenses in the case of Economic Development Fund projects are limited to those Pre-Agreement Expenses incurred one (1) year prior to the application for an Economic Development Fund award.

3) The Recipient has notified the County Mayor or the County Mayor's designee in writing of the intent to submit eligible Pre-Agreement expenses for reimbursement within 30-days of a Grant Agreement or Interlocal Agreement being executed. Recipients shall send a letter addressed to the County Mayor or the County Mayor's designee for review and approval of eligible expenses.

C) **Payment.** Recipients are paid allocated funds subject to the following conditions:

1 **BBC GOB Program Administration.** Not more than one percent (1%) of the value of each Funding Allocation award may be earmarked for all costs incidental to the administration of the BBC GOB Program.

2 **Timing.** With the exception of eligible Pre-Agreement Expenses, Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement or the Interlocal Agreement, as the case may be.

3) **Soft Cost Limits.** Project Soft Costs for Planning Services, Design Services and Project Administration, as defined in Article 1 Section 4, "Soft Costs", are eligible for funding provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. This limitation may be waived by the Board. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the Funding Allocation for the Project.

In order for GOB project to effectively comply with the Sustainable Building Ordinance (Ordinance 07-65), the amount eligible for reimbursement for project soft costs will be increased from 17% to 20% to accommodate both the costs of green building design, commissioning and pre-certification services in accordance with the Sustainable Buildings Ordinance and Implementing Order 8-8. For those projects where it is not practical to attain

certification, design services can be employed to implement design interventions that on the average will result in an estimated payback of up to 10 years. Typical categories of payback include, but are not limited to, energy efficiency, water efficiency, productivity and operations, and maintenance.

4) Recipients will implement their own procurement process; however, they shall comply with all applicable Federal, State and local laws and regulations, including the County ordinances and regulations.

5) Recipients are responsible for managing the day-to-day operations of Funding Cycle Allocation supported activities, and maintaining communications with the County Mayor or the County Mayor's designee regarding the Project. Recipients must monitor Funding Cycle Allocation supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement or Interlocal Agreement, as the case may be, and all applicable Federal, State and local requirements.

6) Payments to the Recipient may be withheld at any time that the Recipient fails to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be. Funds withheld for failure to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be, but without suspension of the Funding Cycle Allocation shall be released to the Recipient upon subsequent compliance. Recipients will not be required to reimburse the County for payments already received by the County unless the Recipient fails to acquire, purchase, construct, develop and/or operate the Project for the purpose described in the Funding Application Package or is otherwise in default under the Grant Agreement or Interlocal Agreement.

7) Recipient's must complete the authorized signature form (Exhibit A).

8) a. In general, payment shall be made on a reimbursement basis. A Funding Cycle Allocation Recipient may submit a Request for Advance Payment form (Exhibit B) for review and approval by the County Mayor or the County Mayor's designee. Approved Recipients may receive an advance payment no more that 180 days in advance of the allocation schedule approved by the Board, for up to 25% of the value of the Funding Allocation for the subject Project.

b. However, in accordance with the guidelines reflected below, the County Mayor or the County Mayor's designee may, on a case-by-case basis and at his sole discretion, consider advance payment of up to 90% of a Municipality's Funding Allocation for a specific project. Upon the decision by the County Mayor or the County Mayor's designee that a request for advance payment of up to 90% of a Municipality's Funding Allocation for a specific Project will be considered, the guidelines below will be applied consistently and in their entirety.

Conditions under which a Municipality may receive up to 90% of its Funding Allocation for a subject Project:

- A Municipality must not owe money to the County and the County must not have any outstanding claims against the Municipality;
- Project activity to date is proceeding on-schedule;
- Construction schedules are being updated on a monthly basis and all required

documentation has been submitted to Miami-Dade's Office of Capital Improvements (OCI);

- The Municipality must have contract(s) in place to complete the Project and no outstanding claims or disputes can exist between the Municipality and their contractors on the Project; and
- Municipality payments to contractors, subcontractors and suppliers are being made timely.

Field Evaluations will be conducted on a case-by-case basis by Miami-Dade's Office of Capital Improvements (OCI) and will include items such as:

- Field audit determination that the Project is on-schedule including physical construction; and
- Follow-up field audit inspections will be performed by OCI to ensure Project completion:

OCI will submit a written recommendation to the County Mayor or County Mayor's designee to approve any disbursement under these provisions. The Municipalities will be required to execute a supplemental agreement acknowledging these terms.

Safeguards/Corrective Actions to be implemented by the County in case of non-compliance by a Municipality with the BBC-GOB Program Administrative Rules or if satisfactory progress is not being maintained will include:

- Funding for municipal or other GOB-funded Project projects to be performed by the subject Municipality will be withheld;
- The County will ask to be reimbursed the amount given to the Municipality as part of the Grant Agreement and/or withheld funds due to the Municipality from other County funding sources such as PTP; and
- If the Municipality refuses to reimburse the County the amount due under the Grant Agreement, the County may employ all available means to recover the subject funds up to and including litigation.

The aforementioned safeguards will be implemented by the County in Cases of non-compliance. All conditions shall be a part of all Interlocal Agreements with a Municipality. All existing Interlocal Agreements will be amended to include the provisions referenced above and all new Interlocal Agreements will likewise include these provisions.

Any disbursement of funds under these provisions will be reported to the Board.

c. All advance payments received by a Recipient shall be maintained in a separate interest bearing account and may not be commingled with other funds. All advances and interest earned must be fully accounted for. The Recipient shall submit evidence of interest earned to the County with any subsequent reimbursement request. The amount of interest earned shall be deducted from such subsequent payment to the Recipient. If at any time the amount of interest earned is greater than the reimbursement request the Recipient shall submit payment to the county an amount equal to the interest earned less the reimbursement request. Upon the County's receipt of the payment and any required supporting documentation from the Recipient, the reimbursement request may be paid. Checks must be

made payable to Miami-Dade County Board of County Commissioners and forwarded to the County Executive Office.

9) Recipients must submit reimbursement/payment requests no later than quarterly. If a Recipient is unable to submit a reimbursement/payment request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Recipient in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the County Mayor or the County Mayor's designee. Failure to submit two consecutive requests shall be deemed a forfeiture of all rights unless specifically waived by the County Mayor or the County Mayor's designee. The Recipient must submit a written explanation for such delays in order to be considered for a waiver of this requirement and all such waivers shall be made at the sole discretion of the County Mayor or the County Mayor's designee.

10) Recipients shall complete, sign, and submit to the County the appropriate Reimbursement Request forms as necessary (Exhibits D through H) accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments).

11) Reimbursement requests for Fixtures, Furniture & Equipment items must be included and approved in the Grant Agreement or the Interlocal Agreement, as the case may be, prior to acquisition. Written requests for Fixtures, Furniture & Equipment approval must be accompanied by Exhibit H.

12) In accordance with State law, five percent (5%) of the value of the BBC GOB Program for a given Project shall be retained by the County for all projects in excess of $100,000, unless otherwise recommended in writing by staff and approved by the Board. Upon completion of a Project, a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the remaining retainage to be released.

13) The County Mayor or the County Mayor's designee may require that reimbursement requests for any Funding Allocations requiring a cash match must be accompanied by documentation of the expenditure of committed match funds (i.e., copies of invoices, canceled checks, etc.).

14) Each Recipient will ensure that all contractors and consultants perform in accordance with the terms, conditions, drawings and specifications of their contracts or purchase orders and that all Federal, State and local contracting rules apply.

15) Each Recipient shall maintain an accounting system, which meets generally accepted accounting principles, and shall maintain all required financial records to properly account for all Building Better Communities General Obligation Bond funds and any supplemental funds used for the Project. The Recipient shall at all times maintain a separate accounting of all Building Better Communities General Obligation Bond funds.

16) Each Recipient shall be responsible for reporting, on a continuous, on-going basis, any contractual relationship established to perform work on the project, start dates, progress payments, completion dates, etc. in the system provided by the County.

17) The Recipient shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Funding Allocation, then the Recipient must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Recipient must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Funding Cycle Allocations. The requirement for a Recipient to provide supplemental funds may be modified, in part or whole, by the Board, to the extent that it approves in writing any reduction or change to the Project scope of work in accordance with the Ordinance. Approval of any reduction or change in scope of work is at the sole discretion of the Board.

D) **Acquisition Projects.** Guidelines and requirements for administering Acquisition Project Funding Allocations are as follows:

1 Appraisal Required. Prior to acquisition of a Project site, a Recipient must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is $500,000 or less in appraised value, one appraisal is required. If the property exceeds $500,000 in appraised value, two appraisals are required.

2 Amount Authorized for Payment. The amount of Funding Cycle Allocation authorized for payment for land acquisition shall in no case exceed the Funding Allocation available for the Project. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Funding Allocation shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Board in writing. Appraisal costs are eligible Funding Allocation costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.

3 Environmental Survey. The Recipient may not acquire land for a BBC GOB Program funded Project until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project. GOB funds may be used for the necessary clean-up a Phase II environmental survey may require provided the scope of the Project is not impacted. Changes to the scope of the Project require BCC approval.

4 Signage. For six months following an Acquisition, the County shall post a sign, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Funding Allocation.

5) Ownership. Title to land acquired with BBC GOB Program funds or facilities constructed/developed with Building Better Communities General Obligation Bond funds shall vest with a Public Agency, a legally incorporated 501(c)(3) not-for-profit Community-Based Organization, or an active and duly registered Florida for-profit corporation or other recognized business entity.

E) **Development Projects.** Guidelines and requirements for administering Development Project Funding Allocations are as follows:

1) Licensed Contractors; Contractor Bonds. Duly licensed contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes shall require payment and performance bonds, which comply with the requirements of Section 255.05, Florida Statutes, to the extent applicable.

2) Cost Elements.

a) Construction Equipment. Recipients are required to use their own equipment, if available. If a Recipient's equipment is used, the maximum Funding Allocation payment shall cover operating and routine maintenance costs of such equipment; the Funding Allocation excludes any depreciation or replacement cost from payment. If a Recipient's equipment is used, a report or source document must describe the work performed, indicate the hours used and be related to the Project. If a Recipient does not have needed construction equipment available, then the Recipient may rent such equipment.

b) Construction Supplies and Materials. Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Recipient paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Recipient's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.

c) Personnel or Employee Services. Services of the Recipient's employees who perform work directly related to the accomplishment of the Project are eligible costs payable from the Funding Allocation. These costs must be computed according to the Recipient's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Recipient's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Recipient's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on allocation-funded Projects must not exceed the Recipient's established rates for similar positions or rates per industry standards. Alternative methodologies for established wage rates must be pre-approved by the Board.

d) Consultant Services. The costs of consultant services necessary for the Project are eligible for payment from the Funding Allocation. The Recipient must pay consultants according to the Recipient's customary or established method and rate. No consultant fee may be paid to the Recipient's own employees.

3) Cost Activities.

a) Construction activities. The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Funding Allocation.

b) Fixtures, Furniture and Equipment. Except for Projects funded by the Economic Development Fund, the cost of Fixtures, Furniture and Equipment necessary to operate the facility are eligible for payment from the Funding Allocation if approved in the Grant Agreement or the Interlocal Agreement, as the case may be, and a detailed list of eligible items is submitted in writing and approved by the County Mayor or the County Mayor's designee prior to its purchase (See Article III, Section 1 (c). Costs for consumable goods shall not be considered eligible for payment from the Funding Allocation. Also, refer to Article I, Section 4 for a detailed definition of Fixtures, Furniture and Equipment.

c) Interpretive Signs and Aids. The cost of signs, display boards or other interpretive aids relating to the Project are eligible for payment from the Funding Allocation.

d) Signage. During the time period of Development, the County shall post a sign in a prominent location at the Project site in the general design provided by the County depicting the Building Better Communities General Obligation Bond logo and identifying the source of funding for the Project. The cost of such a sign is eligible for payment from the Funding Allocation.

Recipients are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) The following is a nonexclusive list of costs ineligible for payment from the Funding Allocation:

a) Funding Application costs.

b) Ceremonial expenses.

c) Expenses for publicity.

d) Bonus payments unless specifically authorized by the Board.

e) Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Recipient, when the law requires the Recipient to utilize competitive selection. In the event a selection process is used, other than a low bid process any cost in excess of the cost of the highest ranked firm shall be considered ineligible.

f) Charges for deficits or overdrafts.

g) Charges incurred contrary to the policies and practices of the Recipient.

h) Interest expense (May be reimbursed at the discretion of the Board if incurred during the construction period and is attributable only to the construction period).

i) Litigation expenses or judgments.

j) The cost of services, material or equipment obtained under any other program.

k) Costs of discounts not taken.

l) The cost of purchasing a non-refundable option when acquiring land.

F) **Budget Changes.**

1) Recipients shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the County Mayor or the County Mayor's designee as soon as the recipient is aware of a material budget change.

2) Budget adjustments may not exceed the 17% Soft Cost limitation for design, planning, and program administration, with the exception of those projects meeting the Sustainable Building Ordinance, nor exceed the Project Funding Allocation without approval of the Board.

3) Recipients shall obtain the prior written approval of the Board whenever budget adjustments are anticipated as outlined in a, b, and c below. The request must be in the same budget format the Recipient used in the Grant Agreement or Interlocal Agreement, as the case may be, and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement or Interlocal Agreement, as the case may be. Requests for budget changes shall be considered whenever any of the following adjustments are required:

a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Development to Acquisition.

b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment) that substantially changes the original intent of a project.

c) Any change that would increase Soft Costs for planning, design, and project administration which exceeds the limit specified in Article III, Section 3 (c)(1).

In the event that a Recipient has completed the approved scope of work for a Project and has unexpended funds, the Recipient may submit a request to the County Executive Office to expend these funds in an existing or new budget line item for the Project. The County Mayor or the County Mayor's designee is authorized to approve such budget changes and expenses not to exceed 15% of the total budget.

G) **Cost Overruns.** The Recipient shall fund all cost overruns. During the execution of work on a Project, the Recipient may find that actual Project costs exceed the approved budget. For cost overruns that will require additional funding for the Project, or otherwise require a budget adjustment for which prior Board approval is required pursuant to paragraph E above, the Recipient shall:

1) Provide a justification for the additional costs;

2) Identify available funds for the completion of the Project; and, if necessary

3) Request from the Board a change or revision in the Project scope consistent with the terms of the Ordinance and the Authorizing Resolutions.

The Board, at its discretion, may authorize in writing a change or revision in the scope of the Project: (i) where change or revision of the scope is consistent with the Ordinance; and (ii) where the change or revision is justified by the Recipient; and (iii) where the Recipient does not have sufficient funds to complete the Project with the available funds. Under those circumstances, the Board, in its sole discretion, may identify other funds available under the Ordinance for the Project.

SECTION 2. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

A) An annual independent audit of the Building Better Communities General Obligation Bond funds must be submitted by all Recipients to the County Executive Office no later than six months after the close of the Recipient's fiscal year for which a Funding Allocation was received and each year thereafter until Project completion. The audit report must include the Fund Summary Status Report, Exhibit J. The audit must be performed by certified independent auditors and include the following:

1) Test for compliance with the Grant Agreement or Interlocal Agreement, as the case may be, Miami-Dade County Ordinance No. 05-47, applicable resolutions and the Building Better Communities General Obligation Bond Administrative Rules.

2) Test to verify compliance with advance requirements.

3) Sufficient tests, as determined by the independent auditor to verify true and accurate reflection of Project expenditures.

4) Tests to verify expenditure of required match dollars.

5) Verification of the Fund Summary Status Report.

B) Land and facilities acquired, developed, improved or rehabilitated by Funding Allocation shall be dedicated and maintained in perpetuity for the use and benefit of the general public except where leases are in effect. Any land, facilities, or equipment acquired with Building Better Communities General Obligation Bond funds may not be sold or transferred without the written consent of the County and may require an equitable reimbursement of bond funding based on residual value. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

C) Funding Allocation for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Recipient or on lands for which the Recipient holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired minimum term of 25 years. The Funding Allocation Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Board, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of the Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.

D) Recipient shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Funding Allocation for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Funding Allocation support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report.

E) The Board and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Recipient in order to make audits, examinations, excerpts and transcripts.

Office of the Miami-Dade County Inspector General (IG) (MDC Code Section 2-1076) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Recipient from IG, the Recipient shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Recipient under the Grant Agreement will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Code or the Grant Agreement, the Project is federally or state funded and federal or state law or regulations preclude such a charge. The Recipient shall in stating its agreed prices be mindful of this assessment.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

F) If a Recipient materially fails to comply with any term of an award, the Board or the County Mayor or the County Mayor's designee may take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Recipient's Project;

4) Withhold further Funding Allocation awards from the Recipient; or

5) Take other remedies that may be legally available.

G) Any of the enforcement actions listed in paragraph F above, taken by the County Mayor or the County Mayor's designee, which are contested and unresolved between the Recipient and the County within thirty days of such action, will result in the Board providing the Recipient with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the Board receiving the Recipient's written request. Staff will recommend appropriate action to the Board.

H) Costs to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not eligible for reimbursement unless the County Manager expressly authorizes them in the notice of suspension or termination or subsequently authorizes reimbursement in writing. Other costs incurred by the Recipient during suspension or after termination which are necessary and not reasonably avoidable are eligible for reimbursement if:

1) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, were not in anticipation of it, and in the case of a termination, are non-cancelable; and

2) The costs would be eligible for reimbursement if the award was not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.

I) Inspections. Staff of the Board or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant Agreement or Interlocal Agreement, as the case may be. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Funding Allocation payment.

SECTION 3. REPORTS

Recipients are required to submit the Project Status Report no later than monthly (Exhibit E), in the format stipulated by the County Mayor or the County Mayor's designee. Additional reports that shall be due upon request of the County Mayor or the County Mayor's designee may include, but are not limited to:

A) Actual accomplishments of each Funding Cycle Allocation;

B) Problems encountered in implementation of each Funding Cycle Allocation; and

C) Anticipated start and/or completion dates of each Funding Cycle Allocation.

Recipient may be required to meet with the Board to discuss the Project.

SECTION 4. PROJECT CLOSE-OUT

A) A Recipient has up to forty-five (45) days after the expiration or termination of the Funding Allocation to submit all final documentation including final reimbursement requests and Project completion certificates.

B) The close-out of a Funding Allocation does not affect:

1) The County's right to disallow costs and recover funds on the basis of a later audit or review;
2) The Recipient's obligation to return any funds due as a result of later refunds, corrections or other transactions;
3) Records retention responsibilities set forth above;
4) Continuing responsibilities set forth in the Ordinance, the Grant Agreement or Interlocal Agreement, as the case may be, and these rules; and
5) Audit rights set forth in these rules.

C) Any amounts paid to Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the Grant Agreement or Interlocal Agreement, as the case may be, constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:

1) Making an administrative offset against other requests for reimbursement;
2) Withholding payments otherwise due to the Recipient; or
3) Taking other action provided by law.

Any overdue debt of the Recipient shall accrue interest at the maximum rate allowed by law.

SECTION 5. INTERPRETATION; ADMINISTRATION

These administrative rules have been promulgated under the Ordinance. In the event of a conflict between these rules and the provisions of the Ordinance, the Ordinance shall prevail.

The County Mayor or the County Mayor's designee shall be authorized to interpret the provisions of these administrative rules and their interpretation of any matters governed hereby shall be final and may only be overturned by a majority vote of the Board. The County Mayor or the County Mayor's designee shall submit recommendations amending these administrative rules to the Board, which may approve or reject such recommendations by majority vote.

The County Mayor or the County Mayor's designee shall be authorized and required to administer the Building Better Communities General Obligation Bond Program consistent with the Ordinance and these administrative rules.

EXHIBIT C
TO RESOLUTION

LEASE

THIS LEASE (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 20____ by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord" or "County"), and Jessie Trice Community Health Center, Inc., a Florida non-profit corporation (hereinafter "Tenant" or "Jessie Trice").

RECITALS

WHEREAS, the Landlord is the owner of certain real property, consisting of a vacant parcel of land, located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Miami-Dade County, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the Landlord is willing to lease a portion of the aforementioned vacant parcel of land, consisting of approximately two (2) acres of the southern segment or portion of the property to the Tenant; and

WHEREAS, the Tenant is desirous of entering into a ground lease with the Landlord for the use and future development of the approximate two (2) acres of the vacant parcel of land; and

WHEREAS, the Landlord is willing, and has agreed, pursuant to Section 125.38 of the Florida Statutes, to enter into a ground lease with the Tenant for a term of fifty (50) years, so long as the Tenant, at all times, remains a Florida non-profit entity, occupies the property, develops a Health Center (as described herein below), makes the Health Center open and available to the public, and complies with all of the terms and conditions of this Lease in a timely manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the vacant parcel of land described below, and does so in accordance with the terms and conditions of this Lease as described herein.

ARTICLE 1
INCORPORATION OF RECITALS

1.01 The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

ARTICLE 2
DEFINITIONS

1. The words "Commencement Date" shall mean the date when actual and beneficial occupancy of the Tenant commences. As of the Commencement Date, the Tenant is authorized to take possession of the Premises. The Commencement Date shall occur on the sixtieth (60th) calendar day after the Landlord provides the Tenant with the results of Landlord's most recent environmental assessment of the Premises. The Commencement Date shall be memorialized by the Landlord in a notice to the Tenant.

2. The words "Development Concept" shall mean and refer to the overall site plan, building elevations, space plans, configuration of Improvements and program summary as articulated for by the Project, in draft, which, in its current version as of the Execution Date is illustrated in "Exhibit B", and incorporated herein by reference.

3. The words "Execution Date" shall mean the date that this Lease takes effect and is legally binding upon the parties. The Execution Date is the date that this Lease is signed by the Landlord, after its approval by the Board of County Commissioners.

4. The words "Health Center" shall mean a new health care facility, with a minimum of 8,500 square feet in size, that provides primary health care, dentistry, and behavioral health services to area residents, regardless of ethnicity, immigration status, or ability to

pay, and at a minimum, consisting of four (4) separate clinics: 1) Primary care for adults; 2) Pediatric Services; 3) Dental Center; and 4) Obstetrics and Gynecology.

5. The word "Improvements" shall mean any and all infrastructure, hardscaping, landscaping, parking areas (including any garage), facilities, or amenities, and any and all related installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed on or about the Premises.

6. The words "Lending Institution" or "Lender" means any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, or other financial institution or governmental agency authorized to transact business in the State of Florida, and which customarily provides service or otherwise aids in the financing of mortgages on real property located in the State of Florida, or any federal, state, or local governmental authority.

7. The words "Plans and Specifications" shall mean the plans and specifications for all the work in connection with the construction and build-out of the Health Center building for the Project, for what is shown in the Development Concept, and shall include any changes, additions or modifications thereof, provided the same are approved as provided for by the Landlord herein.

8. The word "Premises" shall mean the two (2) acres of vacant land legally described in Section 3.03 hereof, being leased by the Landlord to the Tenant for the development of the Project. The County-owned property is located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), Miami Gardens, Florida (Folio No.: 34-2108-007-0011). See map of the Premises, shown in "Exhibit A". The Premises is further described in Article 3, of this Lease.

9. The word "Project" shall mean the overall development on the Premises which will consists of a Health Center, along with any and all Improvements, on or about the Premises.

ARTICLE 3
DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. A geographical area comprised of two (2) acres located within the vacant parcel of land described in this Section 3.02, which is located in the City of Miami Gardens, as more fully described in this Article 3.

Folio Number:	34-2108-007-0011

Property Address: Legal Description:	N/A The East 4.99 acres of Tract 1 of CAROL CITY, according to the plat thereof recorded in Plat Book 57 at page 20 of the Public Records of Dade County, Florida, being more particularly described as follows: The East 418.78 feet of said Tract 1. Containing 4.99 Acres more or less.

3.03 The Legal Description for the Premises is the following:

> The South 208.36 feet of the East 418.78 feet of Lot 1 according to the plat of "Carol City" recorded in Plat Book 57, Page 20 of the Public Records of Miami-Dade County, lying in Section 8, Township 52 South, Range 41 East, in Miami-Dade County, Florida; containing two acres, more or less.

3.04 The Premises is graphically depicted on the attached map, marked "Exhibit A" and incorporated herein by reference.

3.05 Landlord and Tenant agree that the square footage of the Premises is approximately two (2) acres, and further that the square footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.06 Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant which accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises, including but not limited to environmental conditions, and/or whether it is fit for any particular purpose.

ARTICLE 4
TERM

4.01 The term of this Lease shall commence on the Execution Date. Tenant hereby agrees that this Lease shall expire on the fiftieth (50th) anniversary of the Execution Date, with or without notice to the Tenant (hereinafter the "Expiration Date"), so long as Tenant complies with all of the terms and conditions herein, including the requirements to meet certain "milestones" within the first two (2) years of this Lease.

4.02 The Tenant agrees that it shall provide the Landlord with notice of its intent to vacate the Premises one hundred eighty (180) calendar days prior to the Expiration Date. However, the parties further agree that should the Tenant fail, for any reason whatsoever, to notify the Landlord of its intention to vacate the Premises on or before the Expiration Date, that this Lease shall still expire on the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Further, Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

4.03 If Tenant shall be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such

month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rent based upon the terms and conditions found in Section 5.02.

4.04 The Tenant acknowledges and agrees that even though the Commencement Date of this Lease occurs after the Execution Date, that the Execution Date shall be the first (1st) day for the term of this Lease.

4.05 Limitation of the Term. Notwithstanding and prevailing over anything to the contrary in this Lease, should the Tenant fail to timely meet any or all of the milestones listed in Section 6.02 of this Lease within two (2) years from the Execution Date of this Lease, such failure shall be an event of default and this Lease shall automatically terminate, and the Tenant shall immediately vacate the Premises.

4.06 Options to Renew Lease. The Tenant, subject to the terms and conditions of this Lease, shall have two (2) options to renew this Lease, each for twenty-four (24) years, which may be exercised by the Tenant, so long as the Tenant is not then in default of any of the terms and/or conditions of this Lease. However, the Tenant shall not be permitted to exercise either option period until two (2) years prior to the Expiration Date, or any renewal or extension thereof. The rent during the renewal periods shall continue with the same amount of rent as indicated for the initial term of this Lease.

ARTICLE 5
RENT

5.01 Tenant covenants and agrees to pay to Landlord as rental for a term of fifty (50)

years, commencing upon the Commencement Date, and expiring on the Expiration Date, at the rental rate of One ($1.00) Dollar per year, and payable on the commencement of this Lease, and thereafter payable on the anniversary of the Commencement Date to the Board of County Commissioners, c/o Internal Services Department (ISD), 111 N.W. 1st Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

5.02 Tenant also agrees that should it be in possession of the Premises after the Expiration Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction (hereinafter "Market Rent"). Market Rent shall be determined by an independent appraiser selected by the Landlord, who appraises the Premises in its then current condition, including the value of all Improvements which have been constructed thereon.

ARTICLE 6
PERMITTED USE OF PREMISES

6.01 Tenant shall only perform work or make Improvements on, to, or about the Premises that are consistent with the future construction of the Health Center ("Permitted Use").

6.02 During the term of this Lease, the Tenant agrees that it shall perform the following "milestones", within the prescribed time periods, beginning immediately after the Execution Date, and the time period for the Tenant to commence and complete performance of the below listed milestones (hereinafter the "Milestone Period"), shall not be altered without the prior written consent of the County Mayor, or the Mayor's designee. The Tenant shall deliver a notice to the Landlord indicating the date that it plans to commence performing the milestones, and deliver a second notice to the Landlord on the date that it has actually commenced

performing the milestones.

A.) Within three (3) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of an environmental study, performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and

2.) A letter from Tenant's attorney, or from the City of Miami Gardens, stating that the property is properly zoned for the proposed development project, or that the necessary variance, zoning change, or waiver is expected by the City of Miami Gardens (the Landlord, solely in its capacity and limited role as a landlord, at Tenant's sole cost and expense, will reasonably cooperate in any necessary zoning modification, waiver, or variance in advance of December 31, 2013) to the extent that its participation is necessary; and

3.) A copy of a survey of the Premises, performed by a licensed surveyor, licensed to perform such work in the State of Florida; and

4.) A copy of a title search for the Premises, by a properly licensed and bonded title company, authorized to perform such work in the State of Florida.

B.) Within nine (9) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of an agreement between the Tenant and a company to perform the requisite geotechnical engineering studies for compaction of the soil on the Premises to determine the stability and conditions of the subsurface of the Premises for the future construction of the Project; and

2.) A copy of an application, including any and all necessary documentation to complete the application, to plat the Premises, or to secure a waiver of plat for the Premises (all of which shall be done at Tenant's sole cost and expense.) The Landlord agrees to reasonably cooperate with the Tenant in connection with the applications for the re-plat of the Premises or to the waiver of plat for the Premises. The County Mayor, or the Mayor's designee, shall, following written request from the Tenant, execute any documents that may be reasonably requested by Tenant or the governmental agency/entity to accomplish such plat approval or waiver of plat approval, if the Landlord's written consent, as owner of the Property, is necessary or requested).

C.) Within eighteen (18) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of preliminary, fifty (50%) percent, construction drawings, which shall have been prepared by an architect licensed to perform such work in the State of Florida; and

2.) A copy of an estimated budget for the entire construction of the development Project, as reviewed and approved by an architect licensed to perform such work in the State of Florida; and

3.) A copy of the final soil boring test, for compaction capabilities and soil condition; and

4.) A copy of all environmental applications and permits from the Landlord's Regulatory and Economic Resources (RER) department or its successor; and

5.) A copy of any revised environmental test results.

D.) Within two (2) years of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of a fully executed contract with the general contractor for the Project; and

2.) A copy of the complete and final budget for the entire Project; and

3.) A copy of the completed architectural drawings, along with completed building department (City of Miami Gardens building department) applications and permits that have been received; and

4.) Evidence that Tenant has properly secured sufficient financing from a Lending Institution to complete the entire Project; and

5.) A copy of any and all other permits, approvals and/or licenses necessary, from the appropriate jurisdiction, agency and/or authority, in order to immediately commence construction of the Health Center.

6.03 Tenant agrees that it shall not begin actual construction of the Project during the term of this Lease without receiving the Landlord's prior written permission, which shall be based on the Tenant having timely completed the requirements listed above in Section 6.02, and having secured a building permit from the City of Miami Gardens (note, the Tenant is required to deliver a copy of such building permit to the Landlord prior to commencing any construction on the Premises). The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the milestones, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.04 Tenant acknowledges and agrees that it will timely comply with all of the requirements in 6.02, and that failure to do so shall be an event of default.

6.05 Tenant agrees that upon completion of construction of a Health Center, the Tenant will continuously use the Premises for the Permitted Use, and for no other purpose whatsoever.

6.06 Tenant agrees that no changes in the Permitted Use of the Premises is authorized without the expressed prior written permission of the Landlord. Further, as noted above, Tenant hereby expressly agrees that should the Tenant fail to timely comply with the requirements in Section 6.02 it shall be an event of default, and this Lease shall immediately and automatically terminate upon notice by the Landlord and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

6.07 Tenant agrees that it shall comply with the provisions of the Funding Agreement by and between Miami-Dade County and the Tenant date _____, 20____ (hereinafter the "Funding Agreement"); as well as the Escrow Agreement by and among Miami-Dade County, the Tenant, and TD Bank, N.A., dated _____, 20 ____ (hereinafter the "Escrow Agreement"), copies of which are attached hereto as Exhibits C and D, respectively, and are incorporated herein by this reference. If the Tenant is in default of any of the provisions of the Funding Agreement or the Escrow Agreement, such default shall be deemed an event of default under this Lease, and the Landlord may exercise its right to terminate this Lease in accordance with the provisions of Section 21.01(C), and/or exercise any rights it may have in law or in equity.

ARTICLE 7
CONDITION OF PREMISES

7.01 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, construction or building permit(s) and/or license(s), including, but not limited to, making all Improvements on or about the Premises. Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

7.02 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct, maintain and/or to operate the Health Center.

7.03 Tenant acknowledges and agrees that it is solely responsible, at its sole cost and expense, to re-plat the Premises, or secure a waiver of plat, so that the leased Premises may be developed separately from the remaining unleased portion of the County's property.

7.04 Tenant shall be solely responsible, at its sole cost and expense, for identifying any easements or other encumbrances on or about the Premises and determining if any such easements or other encumbrances will interfere with the Tenant's planned use of the Premises as a Health Center. Tenant agrees that if any easements and/or other encumbrances exist on the Premises that it shall be the Tenant's responsibility, with the prior written approval of the Landlord, to cause the removal of such easements and other encumbrances at its sole cost or expense; or to design the Health Center building(s) and Improvements in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.05 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits

and/or licenses for the construction, occupancy, maintenance or operation of a Health Center. And, if for any reason Tenant loses any necessary permit or license for any reason whatsoever, Tenant shall refrain from such construction, use, occupancy, maintenance, and/or operation until the Tenant has re-secured the appropriate permit(s) and/or license(s) which authorize the construction, use, occupancy, maintenance, and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.06 Tenant acknowledges and agrees that the Premises currently consist of a vacant parcel of land, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises, and if necessary, clean-up (as determined by any and all federal, state and local laws and regulations), the Premises, at Tenant's sole cost and expense, to a level or amount that will allow for the development of the Premises, including the construction of any and all structure(s) or Improvements that will comprise the Health Center. Further, Tenant shall also be solely responsible for any and all repair and maintenance to the Premises, including, but not limited to, addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

ARTICLE 8
TAXES AND UTILITIES

8.01 The payment of any taxes, fees, impositions, or charges shall be the sole responsibility of the Tenant. Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any structures and/or Improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and

unforeseen, which are due and payable during the Term of this Lease, at any time imposed or levied against the Premises and/or any structures and/or Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord, once per year, proof of its not-for-profit status and proof of payment of all items referred to in paragraph 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return the amount held, without interest, within sixty (60) days of the conclusion of the proceedings, so long as Landlord did not use such sum, or any portion thereof, to pay the taxes, interest or penalty. Tenant agrees to indemnify, defend and save Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

ARTICLE 9
CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS

9.01 Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction work necessary to construct the Project. The construction of the Project is expected to commence no later than during the third (3rd) year of this Lease. Commencement of construction is hereby agreed upon and determined to be the cumulative of: 1.) issuance of the building permit(s) for a Health Center; 2.) the commitment for funding for the Project, including any and all Improvements; and 3.) retention of a general contractor that is ready to begin construction. Further, the Tenant has specifically agreed that construction of the Project will occur over an eighteen (18) month period, with the building being completed no later than in the fifth (5th) year of this Lease, as evidenced by issuance of a temporary certificate of occupancy (or equivalent document in the County's discretion), subject to delay due to *force majeure*. Failure to timely construct the Health Center in accordance with the terms and conditions of this Lease, shall result in the termination of this Lease, and the Premises reverting to the Landlord, along with any and all Improvements thereto.

9.02 Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or requirements.

9.03 Prior to the commencement of construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department for written approval at least one hundred twenty (120) days before the commencement of any work.

9.04 Upon the Landlord's initial receipt of each of the plans and specifications, as described above in Section 9.03, the Landlord shall review the same, and shall, within thirty (30) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within thirty (30) calendar days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised plans and specifications showing the changes requested by the Landlord, the Landlord shall review the same, and shall, within fifteen (15) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

(a) As an alternative to revising the plans and specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the plans and specifications should not be changed or modified, in which case, within thirty (30) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised plans and specifications to the Landlord within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall attempt to resolve any disputes concerning the plans and specifications in an expeditious manner. If the

Landlord shall have approved any aspect of the plans and specifications in an earlier plan submission, and no portion of the revised plans and specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such plans and specifications fail to comply with applicable law.

Following completion of the plans and specifications approval process, as described herein above, the Landlord's approved plans and specifications for the Project shall be the construction plans for the Project. The Landlord's approval shall be in writing and each party shall have a set of construction plans signed by all parties as approved. In the event any material change occurs after approval of the construction plans for the Project, then Tenant must resubmit the changed portion of the construction plans to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.05 Tenant shall cause all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.06 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, as described below in Section 9.12, is further required to secure a payment and a separate performance bond, in accordance with Section

255.05, *Florida Statutes*, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the project. Such payment and performance bond will be delivered to Landlord prior to commencement of construction. The amount of such bonds shall be equal to the construction costs of the Improvements.

9.07 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction and/or construction of any structure(s) and/or Improvements on or about the Premises during the Term of this Lease.

9.08 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil and/or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage; (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.09 All leasehold Improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold Improvements shall be deemed to be part of the Premises, and shall

not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

9.10 The Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.11 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, the Landlord hereby agrees to subordinate its interest in the Tenant's removable personal property to the security interest of a Lending Institution, for with a loan regarding the construction and/or ongoing operation of the Health Center.

9.12 Prior to commencing any construction and/or repairs to the Premises, or any structure or Improvements on or about the Premises during the term of this Lease, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs or the purchase of materials for the performance of the work. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction, or in instances of

repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $25,000.

9.13 Tenant shall not be permitted to place signs or advertising matter on or about the Premises without the Landlord's prior written approval, which approval may be granted by the County Mayor, or the Mayor's designee in his or her sole and absolute discretion. If permitted, Tenant will, at its sole cost and expense, maintain such sign and/or advertising matter, as may be permitted hereunder by the Landlord, in good condition and repair at all times. All signs shall be removed by Tenant upon the expiration or early termination of this Agreement, and any damage or unsightly condition caused to the Premises because of, or due to, said signs or advertising matter shall be corrected or repaired by Tenant, at Tenant's expense, to the satisfaction of the Landlord in Landlord's sole discretion.

ARTICLE 10
MAINTENANCE AND REPAIR

10.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense,

the Premises, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now, or in the future, on or about the Premises.

10.02 Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to or from any structure and/or Improvements which may be constructed on the Premises, and any and all sidewalks surrounding the Premises, free from debris.

10.03 With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit health organizations. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost

associated with such maintenance, which cost shall be deemed as rent under this Lease.

10.04 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the poor maintenance of any mechanical equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

ARTICLE 11
DESTRUCTION OF STRUCTURES AND IMPROVEMENTS

11.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any structure(s) and/or Improvements on or about the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief or criminal acts thereto. After the fortieth (40th) year of this Lease, from the Execution Date, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or any structure or any of the Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or structure(s).

11.02 In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris. If the Premises is partially damaged, but the Premises is not rendered unusable for the purposes of this Lease, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage to the Premises shall

be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that Premises and/or a nearby structure(s) or Improvement(s) is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to immediately repair and/or compensate the Landlord and/or any subsequent owner for such damage or loss.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.01 Subject to the provisions of Article 30 herein, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease, for the term hereof, without first obtaining the written consent of Landlord, through its Board of County Commissioners, which consent may be withheld in Landlord's sole and absolute discretion. This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, Florida Statutes.

ARTICLE 13
NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, any and all occupants, and/or the Premises.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with thirty (30) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, as solely determined by the Landlord.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Tenant agrees to surrender to Landlord, upon the Expiration Date, or any extension or renewal thereof, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear excepted. In addition, upon the Expiration Date, or upon the expiration date of any extension thereof, or upon any early termination or cancellation of this Lease, any structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection

required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of Florida Statutes, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

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

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD**: The occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.

2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.

3) Assignment of Lease by Tenant for the benefit of creditors.

4) Failure of Tenant to maintain its not-for-profit tax status.

5) Failure to timely meet any of the requirements of Section 6.02.

B. Termination after ten (10) calendar days written notice by the Landlord to Tenant for doing any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after thirty (30) calendar days written notice to Tenant for the reason(s) as set forth below:

1) Non-performance of any covenant of this Lease, other than non-payment of rent and other matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice.

2) Event of default under the Funding Agreement and/or the Escrow Agreement, and failure of the Tenant to remedy such breach within the cure period required in the Funding Agreement or the Escrow Agreement, as the case may be.

D. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

21.02 **TERMINATION BY TENANT**: The Tenant, shall have the right to cancel this Lease on any date prior to the Commencement Date for any reason whatsoever, upon ten (10) calendar days' notice to the Landlord; or after the Commencement Date, but only within ninety (90) calendar days of the Commencement Date, by giving the Landlord at least ten (10) days prior written notice after it has received notification that the cost to remediate any existing environmental contamination or condition on or about the Premises is too costly for the Project. Should Tenant elect to terminate this Lease, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred up to the termination date stated in its written notice to the Landlord.

ARTICLE 22
NOTICES

22.01 Notices provided herein in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to Landlord:	MIAMI-DADE COUNTY Internal Services Department 111 N.W. 1st Street, Suite 2460 Miami, Florida 33128-1907 Attention: Director
with a copy to:	County Attorney's Office Miami-Dade County 111 N.W. 1st Street, 28th Floor Miami, Florida 33128 Attention: County Attorney
If to Tenant:	Jessie Trice Community Health Center, Inc. 5607 N.W. 27th Avenue

Miami, Florida 33142

with a copy to: Lynn Solomon, Esquire
Lynn Solomon, P.A.
Clear Lake Plaza, Suite 605
500 Australian Avenue South
West Palm Beach, Florida 33401

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above.

ARTICLE 23
INSURANCE

23.01 Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 per occurrence for Bodily Injury and Property Damage combined. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

23.02 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 A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Tenant covenants and agrees that during the term of this Lease, Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

24.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.03 County as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or

future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises and/or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Regulatory and Economic Resources ("RER") Department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy (including temporary certificate of occupancy) will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25
OWERNSHIP OF ABANDONED PERSONAL PROPERTY

25.01 At the expiration or early termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises. Upon expiration or termination of this Lease, the Tenant, with

the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 26
EMINENT DOMAIN

26.01 The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

26.02 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

26.03 The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work (assuming such fees and costs are not compensated by the condemning authority), (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (iii) any

outstanding amounts which represent unpaid loans used for the construction of any structures and/or Improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate Awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the structure(s) and Improvements thereon.

26.04 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the A ward shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations.

26.05 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all Rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and

thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the Award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, which purchase price for the Premises shall be calculated by taking the amount of the annual rent and multiplying it by the number of years remaining in this Lease. The purchase price for any and all structures and Improvements shall be arrived at by the Landlord securing an appraisal, and the amount of any grant given to the Tenant by the Landlord deducted from the amount of the appraisal. The remaining amount from the appraised value shall serve as the purchase price; and should, for any reason, the Tenant disagree with the value attributed by the appraisal for any and all structures and Improvements, then the Landlord shall secure three (3) separate appraisals, and the median appraisal (the middle, not the average amount of the three (3) appraisals) shall set the initial value for the structures and any Improvements on or about the Premises, and the amount of any grant given to the Tenant by the Landlord shall be deducted from the initial appraised value to establish the purchase price for the structures and Improvements on the Premises.

ARTICLE 27
FORCE MAJEURE

27.01 Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include,

without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord. However, in order for the Tenant to claim or otherwise take advantage of *force majeure*, the Tenant must first notify the Landlord in writing of the event, and then secure from the Landlord a written acknowledgement that the Landlord recognizes the existence of an event of *force majeure,* which acknowledgment shall not be unreasonably withheld. Further, the Tenant shall only be entitled an extension of time, equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Lease.

ARTICLE 28
WAIVER

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or

payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail comply with the terms and/or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), and if such violation or failure continues for a period of thirty (30) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) calendar day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) calendar day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Lease, Landlord shall be permitted to immediately take possession of the Premises. It shall be the Landlord's determination as to whether or not the Tenant has either vacated or abandon the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than Five Thousand ($5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees, and any costs incurred by the Landlord to restore the Premises to good condition; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

29.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of

Florida, and shall be immediately payable by Tenant to Landlord.

29.06 Notwithstanding the provisions of clause 29.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.07 If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.08 In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all actual damages, costs and expenses arising from Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

29.09 All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

29.10 The provisions of this Article 29 shall survive any termination of this Lease.

ARTICLE 30

RIGHT TO MORTGAGE LEASEHOLD INTEREST

All Sections of Article 30 shall survive the expiration and/or early termination of this Lease.

30.01 Right to Mortgage Leasehold. Notwithstanding the provisions in Article 12 prohibiting Assignments and Subleases without approval of the Board of County Commissioners, the Tenant shall have the right to obtain a leasehold mortgage with respect to the Property after obtaining written approval by the Mayor or the Mayor's designee which shall be in his or her sole discretion. In no event may the amount of the leasehold mortgage exceed $3,000,000.00. Such leasehold mortgage must be expressly subject to the terms and conditions of this Lease, including but not limited to the Restrictions on the Permitted Use of the Property solely as a Health Center, the Tenant's maintenance of its Internal Revenue Status as a 501(c)(3) corporation, and the Tenant's maintenance of a non-profit corporation status. The leasehold mortgage shall be inferior and subject to the prior right title and interest of the Landlord, as well as the County's right of termination. The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant under this Lease except in the case of a lender which 1) has purported to exercise or enjoy any right or interest in the Property, 2) has foreclosed upon such interest, or 3) or which has initiated a foreclosure action, (which interests shall in all cases be subject to the terms of this Lease including but not limited to the restriction of solely operating the Property as a Health Center and the non-profit status of the Tenant in occupancy). Landlord shall in all cases and at all times have the right to enforce the Lease obligations and Restrictions, including but not limited to such obligations accruing prior to such period of ownership, occupancy or possession.

30.02 Notice to Landlord of Mortgage. Tenant shall provide Landlord with a written notice of any Leasehold Mortgage, specifying the interest of such lender and/or holder and the name and address of such holder and/or lender of a Leasehold Mortgage (hereinafter "Leasehold Mortgagee") to which notices shall be sent. Within thirty (30) days of such mortgage being recorded, Tenant shall furnish Landlord with such Notice and a copy of each such recorded mortgage along with any related promissory notes and loan documents.

30.03 Notices to Leasehold Mortgagee. Landlord agrees to provide Leasehold Mortgagee a copy of any notice of default under Article 21, or notice of failure to cure a default under Article 29, provided the Tenant shall have fully and properly complied with Article 30.02. However, failure to so provide a copy to the Leasehold Mortgagee shall not affect the validity of any notice of default provided to the Tenant. Only Leasehold Mortgagees holding timely, properly recorded Leasehold Mortgages in compliance with the requirements of this Lease shall be entitled to receive Notice under this section, and the other specified rights in this Lease.

31.04 Right to Cure Default of Tenant.

In addition to any rights the Leasehold Mortgagee may have by virtue of Article 30 herein, within sixty (60) days after the mailing of any notice of default or termination or such later date of thirty (30) days following the expiration of any cure period afforded Tenant (hereinafter the "Mortgagee Cure Period"), such Leasehold Mortgagee shall have the right to cure the default to the satisfaction of Landlord in its sole and absolute discretion, including payment of all monies due and payable by Tenant hereunder, in addition to all expenses, costs and fees, including reasonable attorneys' fees, incurred by Landlord in preparation for and in connection with terminating this Lease and in acquiring possession of the Premises. At the expiration of the Mortgagee Cure Period, the Landlord shall provide written notice to Tenant and the Leasehold

Mortgagee as to whether, in Landlord's sole and absolute discretion, such defaults have been cured or if the Lease has been terminated. The Leasehold Mortgagee and the Tenant shall have no right to challenge the determination of the Landlord as to whether the default has been cured by the Leasehold Mortgagee.

30.05 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 30. Landlord agrees at any time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto as "Exhibit E" setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section may be relied upon by any permitted assignee, transferee or purchaser of Tenant's interest in this Lease, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

30.06 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Premises to any lien or encumbrance of any Leasehold Mortgagee. No Leasehold Mortgagee may impose any lien or encumbrance upon the Landlord's fee simple interest in the Premises.

ARTICLE 31
ADDITIONAL PROVISIONS

31.01 Non-Discrimination.

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

a.) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, disability, place of birth, or national origin. The Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: Employment; upgrading; transfer; demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by Miami-Dade County setting forth the provisions of this Equal Opportunity clause. Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the Tenant's occupancy of the Premises and/or any grant that the Tenant receives from the Landlord for the Project.

31.02 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of a Health Center thereon, and maintenance of any such buildings or structure(s) and/or Improvements that are constructed on or about the Premises.

31.03 Notification of any injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to claims of liability for or to the Landlord, for personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

31.04 Security. The Tenant, as mentioned above in Section 14.01 of this Lease, is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, occupants, and/or anyone else, and/or the personal property

belonging to any of the foregoing, and/or the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

ARTICLE 32
GOVERNING LAW

32.01 This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be in Miami-Dade County, Florida.

ARTICLE 33
WRITTEN AGREEMENT

33.01 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.

33.02 Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the party hereto for which such signatory is acting.

33.03 Each party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. This Lease was negotiated and drafted at arms-length so that

the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease. Accordingly, this Lease shall not be more strictly construed against either party.

33.04 Severability. If any provision of this Lease or the application thereof to any person, entity, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to such persons, entities, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid, and be enforceable to the fullest extent permitted by law.

33.05 Captions. The article headings and captions of this Lease and the Table of Contents preceding this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

33.06 Holidays. It is hereby agreed and declared that whenever the day upon which a payment is due, or any obligation to be performed falls on a day which is a legal holiday for Miami-Dade County, or on a Saturday or Sunday, then such payment date or due date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean business days, unless otherwise described in the Lease.

33.07 Exhibits. Each exhibit referred to in this Lease is incorporated herein by reference. The exhibits, even if not physically attached, shall be treated as if they are part of this Lease.

33.08 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker, agent, or other person, or entity is entitled to claim a commission as a result of the execution and delivery of this Lease.

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[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

_____
Witness/Attest:

By:_____

Name:_____

_____
Witness/Attest:

Title:_____

Date signed: _____

Tenant:

JESSIE TRICE COMMUNITY

HEALTH CENTER, INC.
a Florida not-for-profit corporation

_____
Witness/Attest:

By: _____

_____
Witness/Attest:

Name:_____

Title:_____

EXHIBIT A
MAP OF PREMISES

Google earth

feet 700
meters 200

240

EXHIBIT B
DEVELOPMENT CONCEPT

"Realize Good Health through Quality Care"

Project Concept Overview

In order to increase access to comprehensive services for families and seniors in the Miami-Gardens community, JTCHC is introducing a brand new facility – JESSIE TRICE AT MIAMI GARDENS – COMMUNITY HEALTH AND WELLNESS CENTER. This new center will be approximately 8,500 SF, located inside Miami Gardens.

The Jessie Trice Community Health Care Center, Inc is a Florida not for profit, Federally Qualified Health Center, which has been servicing Miami-Dade County since 1967. JTCHC provides high quality primary care, dentistry and behavioral health services to Miami-Dade's most vulnerable residents, regardless of ethnicity, immigration status, or ability to pay. JTCHC was one of the first federally qualified health centers in the United States, and first in the state of Florida. The organization was accredited by The Joint Commission in 1999 for ambulatory and behavioral health care services. In 2011, JTCHC was certified by The Joint Commission as a Primary Care Medical Home. In 2012,the agency received NCQA Primary Care Medical Home status. The Staff consist of multi-lingual, multi-cultural, and multi-disciplinary of approximately 260. The staff serves a very diverse population of 34,000 clients who make over 140,000 visits annually. Currently, JTCHC provides comprehensive primary healthcare in central and northern Miami- Dade County. The service areas include; Hialeah, Central and Northern Miami-Dade with 7 comprehensive sites, 23 school-based sites, and one 24 hour Women's Substance Abuse Treatment Residential Center. Services include: General medicine, dentistry, pediatrics, obstetrics & gynecology, mental health, substance abuse, HIV services and other social services. This new project will be JTCHC's 8th comprehensive medical facility.

The Jessie Trice at Miami Gardens Community Health and Wellness Center will be approximately 8,500 SF one story building housing (4) separated clinics

(1) Primary Care for Adults (4 exam rooms)
(2) Pediatric Services (4 exam rooms)
(3) Dental Center (4 Operatories)
(4) IOB/GYN (4 exam rooms)

All four (4) clinics will operate independently with their own entrances, waiting areas and registration desks. However, they will share common areas.. The common areas will include Laboratory services, administrative offices, employee lounge, electrical/mechanical, generator and storage rooms.

Cost effective energy conserving features will be incorporated into the design of the facility, which includes an efficient HVAC system and lighting package with an energy management system. The most cost efficient method of construction that provides the most value is recommended. New lavatories will be outfitted with fixtures that will conserve water usage. All medical equipment purchased will be evaluated and preference given to items with energy star ratings or other designations denoting compliance with green practices. Earthwork and demolition materials removed from the site will be disposed of in a manner that is consistent with EPA regulations.

The Project Budget is 3 million, inclusive of FFE. The funding for this project was procured through Miami-Dade County General Obligation Bonds (GOB) funds and via the State of Florida Low Income Pool (LIP) grant.

EXHIBIT C
FUNDING AGREEMENT

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("JTCHC") is entered into this _____ day of _____, 2013.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, pursuant to Resolution No. R-855-08 this Board previously allocated $4,000,000 million from BBC Program Project No. 305 to JTCHC (the "Funding Allocation") to be used to fund expansion of existing space as well as construction of new clinical space; and

WHEREAS, to date JTCHC has expended $2,700,000 of the Funding Allocation, such that $1,300,000 of the Funding Allocation remains unexpended (the "Remaining Allocation"; and

WHEREAS, JTCHC will construct a new clinic facility located at on a two-acre parcel of land currently owned by the County and leased to JTCHC pursuant to a Lease Agreement between the County and JTCHCH, a copy of which is attached hereto as Attachment "A" (the "Lease") and incorporated in this Agreement by this reference (the "Property"); and

WHEREAS, the Property is located at N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the new health care facility is approximately 8,500 to 9,000 square feet in size, is designed to provide and will provide primary health care and dentistry services to area residents, irrespective of ethnicity, immigration status, or ability to pay, and will, at a minimum, consist of four (4) separate clinics (1. Primary care facility; 2. Pediatric services (with 4 exam rooms); 3. Dental center; and 4. Laboratory and behavioral services) all as more specifically described in Exhibit 1 to this Agreement (the "Project" or "New Clinic"); and

WHEREAS, in order to raise additional funds needed to construct the New Clinic, JTCHC submitted a low income pool application to the State of Florida (the "State") for

the receipt of Low Income Pool grant funds ("LIP Grant Funds"), a copy of which is attached as Attachment "B" to this Agreement (the "Grant Application") and incorporated in this Agreement by this reference; and

WHEREAS, the State's allocation from LIP Grant Funds to fund the Project requires a local match by the County equal to $1,300,000 (the "Local Match"), which, subject to award of LIP Grant Funds to JTCHC for the Project, the County has agreed to provide to the State as a grant which will be funded from a portion of the $4,000,000 previously allocated from the BBC Program Project No. 305 to JTCHC; and

WHEREAS, subject to award of LIP Grant Funds to JTCHC for the Project, the Remaining Allocation shall be disbursed to the State as the Local Match for LIP Grant Funds (the "State Funding Cycle Allocation"); and

WHEREAS, subject to satisfaction of certain conditions precedent, the County and the State will enter into a Letter Agreement whereby the State has agreed that the State Funding Cycle Allocation shall be used solely to fund capital improvements at the New Clinic, all as more particularly described in the Letter Agreement, a copy of which is attached hereto as Attachment "C" to this Agreement (the "Letter Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, pursuant to the Letter Agreement, the State will transfer an amount equal to no less than $1,300,000 to JTCHC and, pursuant to the terms of this Agreement, JTCHC has agreed to immediately deposit such amount into the escrow deposit account specified herein and established pursuant to the terms of the Escrow Deposit Agreement by and among the County, JTCHC and TD Bank, N.A. dated _____ (the "Escrow Account"); and

WHEREAS, disbursements from the Escrow Account will be governed by the terms of this Agreement and the escrow deposit agreement by and among JTCHC, the County and TD Bank, N.A., a copy of which is attached as Attachment "D" to this Agreement (the "Escrow Deposit Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, the Project is estimated to cost $3,075,467 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program bond proceeds and the execution of subsequent agreement(s) between the County and JTCHC; and

WHEREAS, as consideration for, among other things, the County's agreement to lease the Property, provide the Local Match, JTCHC has agreed to enter into and abide by the terms of the Escrow Deposit Agreement and this Agreement and comply with all applicable BBC Program's Administrative Rules, which are attached as Attachment "E" (the "BBC GOB Administrative Rules") and incorporated in this Agreement by this reference, as if JTCHC had received the State Funding Cycle Allocation directly; and

WHEREAS, the County and the Board of Directors of the JTCHC have authorized, by resolution, their respective representatives to enter into this Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are JTCHC and the County. The County has delegated the responsibility of administering this Funding Agreement to the County Mayor or the County Mayor's designee, who shall be referred to herein as the "County Mayor."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Allocation and Payment Schedule:** A Project funding plan identifying the State Funding Cycle Allocation to be funded by the County solely from BBC Program bond proceeds, the costs to be funded by JTCHC through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation, and the amount funded to date, if any, is attached as Exhibit 1. The County agrees to provide solely from the BBC Program bond proceeds for the State Funding Cycle Allocation an amount equal to $1,300,000. This amount represents a portion of the amount necessary to complete the Project.

It is anticipated that, in accordance with the terms of the Letter Agreement, the State will remit to JTCHC an amount equal to $1,300,000 no later than June 15, 2013 for the sole purpose of funding the Project. JTCHC agrees that it shall deposit $1,300,000 in the Escrow Account immediately upon receipt of such amount from the State and that the amounts on deposit in such Escrow Account shall be subject to disbursement in accordance with the terms of this Agreement and the Escrow Deposit Agreement.

The County's obligation to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures shall be provided in accordance with the BBC GOB Administrative Rules. JTCHC agrees that the County's authorized signatory for purposes of the Escrow Deposit Agreement will only authorize disbursement of funds from the Escrow Account after JTCHC's satisfaction of all of the reimbursement requirements set forth in this Agreement and the BBC GOB Administrative Rules, including, but not limited to, the provisions of Article III, Section 1 applicable to the Project. Miami-Dade County shall only be obligated to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project. JTCHC shall be solely responsible for submitting all documentation, as required by this Agreement and by the BBC GOB Administrative Rules, to the County Mayor.

Pursuant to the Escrow Deposit Agreement, interest earned on the funds on deposit in the Escrow Account shall be paid to the County after all of the State Funding Cycle Allocation has been disbursed.

Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the State Funding Cycle Allocation. Cost overruns are the sole responsibility of JTCHC.

Section 3. **Project Description:** JTCHC may only use the amounts on deposit in the Escrow Account for the purpose of constructing and/or equipping the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Project must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least twenty-five (25) years from the completion of the Project, JTCHC shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. JTCHC agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project.

If JTCHC wishes to revise the Project for the purpose of completing the Project and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 4. **Project Budget:** JTCHC agrees to demonstrate fiscal stability and the ability to administer the Remaining Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. The Project budget is attached as Exhibit 1. Further, JTCHC agrees that all expenditures will be subject to the terms of this Agreement. If JTCHC wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 5. **[INTENTIONALLY OMITTED]**

Section 6. **Report Deadline:** To demonstrate that the funds disbursed from the Escrow Account have been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that JTCHC has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to the State Funding Cycle Allocation award, JTCHC must submit to the County Mayor, a written report documenting that JTCHC is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. JTCHC shall also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that JTCHC is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and accounting for

the expenditure of funds reimbursed from funds on deposit in the Escrow Account be prepared by an independent certified public accountant at the expense of JTCHC.

The County Mayor must approve these reports for the JTCHC to be deemed to have met all conditions of disbursement of amounts on deposit in the Escrow Account.

Section 7. **Program Monitoring and Evaluation:** The County Mayor may monitor and conduct an evaluation of JTCHC's operations and the Project, which may include visits by County representatives to: observe the Project or JTCHC's programs, procedures, and operations; discuss JTCHC's programs with JTCHC's personnel; and/or evaluate the public impact of the Project. Upon request, JTCHC shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that JTCHC is not in compliance with the terms of this Agreement or the BBC GOB Administrative Rules or for other reasons which significantly impact on JTCHC's ability to fulfill the conditions of this Agreement, then the County Mayor must provide in writing to JTCHC, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on JTCHC's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If JTCHC refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his discretion, may take other actions which may include disapproval of disbursement requests from the Escrow Account until such time as JTCHC can demonstrate that such issues have been corrected. Further, in the event that JTCHC does not expend the disbursements from the Escrow Account for the Project or uses any portion of the disbursements from the Escrow Account for costs not associated with the Project and JTCHC refuses or is unable to address the areas of concern, then the County Mayor may also institute a moratorium on applications from JTCHC to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

If the Project involves construction work, JTCHC shall: notify the County Mayor of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Mayor all plans and specifications and receive the approval of the County Mayor prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Bank Accounts and Bonding:** JTCHC shall disclose in writing, the identity and title of individuals whom JTCHC authorizes to withdraw funds from the Escrow Account. The Escrow Account must be segregated from other accounts maintained by or for JTCHC. All persons authorized to withdraw funds from the Escrow Account must be bonded by a reputable licensed firm.

Section 9. **Accounting, Financial Review, Access to Records and Audits:** JTCHC shall maintain accurate and complete books and records for all receipts and expenditures of any amounts disbursed from the Escrow Account and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made

in conjunction with or reimbursed from funds disbursed from the Escrow Account, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by JTCHC for at least three (3) years after the termination or expiration of this Agreement.

The County Mayor may examine these books, records and documents at JTCHC's offices or other approved site under the direct control and supervision of JTCHC during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of JTCHC, whether or not purported to be related to this Agreement.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with the amounts disbursed from the Escrow Account.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of JTCHC and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to JTCHC (and any affected contractor and materialman) from OIG, JTCHC (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to JTCHC, its contractors and their respective officers, agents and employees. JTCHC shall incorporate the provisions in this section

in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from JTCHC, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of JTCHC.

Section 10. **Publicity and Credits:** JTCHC must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. **Naming Rights, Publicity and Advertisements:** It is understood and agreed between the parties hereto that the Project is funded by Miami-Dade County. Further, JTCHC agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. JTCHC shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. JTCHC shall submit sample of mock up of such publicity or materials to the County for review and approval. JTCHC shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is a funding source.

Section 12. **Relationship of the Parties, Liability and Indemnification:** It is expressly understood and intended that JTCHC is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County department administering this Agreement. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that JTCHC, its officers, agents and employees are independent contractors and solely responsible for the Project.

JTCHC shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the department administering this Agreement, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers'

compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

JTCHC agrees to be responsible for all work performed and all expenses incurred in connection with the Project. JTCHC may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by JTCHC that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that JTCHC shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

Section 13. **Assignment:** JTCHC is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of JTCHC hereunder and JTCHC agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes

disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

JTCHC shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

JTCHC covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of JTCHC and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of the Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

JTCHC shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

JTCHC has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by JTCHC:

(1) If JTCHC uses the amounts disbursed from the Escrow Account for costs not associated with the Project (i.e., ineligible costs), and JTCHC fails to cure its default within thirty (30) days after written notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(2) If JTCHC shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and 15(a)(3) and JTCHC fails to cure its default within thirty (30) days after written

notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(3) If JTCHC fails to deposit $1,300,000 in the Escrow Account immediately upon receipt of such funds from the State, and JTCHC fails to cure its default within three business (3) days after written notice of the default is given to JTCHC by the County.

(4) Any violation by JTCHC of the terms and provisions of the Lease, and JTCHC fails to cure such default within the cure period for such violation set forth in the Lease.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by JTCHC; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(2) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(3) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 15(d)(1) above or 15(d)(4) below, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement;

provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(4) Notwithstanding anything herein to the contrary, in the event that the Lease is terminated in accordance with the provisions of Section 4.05 or Section 21.02 of the Lease, the County shall have the right to terminate this Agreement in accordance with the provisions contained herein.

In the event this Agreement is terminated because of JTCHC's breach of this Agreement, JTCHC will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date JTCHC receives the notice in writing of the breach of this Agreement. Further, JTCHC will be obligated to immediately upon receipt of written direction from the County deposit in the Escrow Account, or a successor account established under the same terms as the Escrow Account, an amount equal to all unauthorized expenditures discovered after the expiration or termination of this Agreement or an amount equal to all lost or stolen Escrow Account funds.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

County Mayor
Miami-Dade County
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Tel. (305) 375-5311
Fax. (305) 375-1262

JTCHC:

Annie R. Neasman RN, MS
President & CEO
Jessie Trice Community Health Care Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, Florida 33142
Tel. (305)805-1700
Fax. (305) 805-1715

With a copy to:
Director
Office of Management & Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Tel. (305) 375-2504
Fax. (305) 375-5168

And

Executive Director
Office of Countywide Healthcare Planning
140 West Flagler Street, Suite 1102
Miami, Florida 33130
Tel. (305) 375-5444
Fax. (305) 372-6357

Section 18. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs/Venue:** In the event that JTCHC or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and JTCHC agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Representation of JTCHC:** JTCHC represents that this Agreement has been duly authorized, executed and delivered by the governing body of JTCHC and

it has granted Annie R. Neasman, its President & CEO, the required power and authority to execute this Agreement. JTCHC agrees to a) maintain the Project for a minimum of twenty-five (25) years; b) keep the Project open safely and properly maintained for all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees. JTCHC also agrees to accept and comply with the BBC GOB Administrative Rules. JTCHC shall be solely responsible for submitting all documentation required by the BBC GOB Administrative Rules to the County Mayor.

Section 22. **Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the County Mayor the required power and authority to execute this Agreement. The County agrees to provide the State Funding Cycle Allocation to the State for the purpose of developing and improving the Project in accordance with each of the attached exhibits. Miami-Dade County shall only be obligated to authorize disbursements from the Escrow Account provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project.

Section 23. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. **Insurance:** JTCHC must maintain and shall furnish to the County, Office of Management and Budget, 111 NW 1st Street, Suite 2200, Miami, Florida 33128, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

Design Stage:

Professional Liability Insurance in the name of the licensed design professional for this project in an amount not less than $1,000,000 per claim.

Construction Stage:

A. Worker's Compensation Insurance for all employees of JTCHC as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction. The policy shall show Miami-Dade County as a loss payee ATIMA.

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, 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 Financial Services and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Section 25. **Special Conditions:**

(a) The Local Match was remitted to the State for the Project with the understanding that JTCHC is performing a public purpose through the programs, projects, and services recommended for support. In addition, in accordance with Section 8 of the Letter Agreement, JTCHC agrees that funding provided to JTCHC by the State shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes. Use of the $1,300,000 received by JTCHC from the State for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Agreement.

(b) In addition, JTCHC agrees that construction of the Project shall be completed no later than five years from the date of execution of the Lease, subject to extension for force majeure events as set forth in the Lease. Issuance of a temporary certificate of occupancy shall be evidence of completion of the Project.

(c) If the Lease is automatically terminated in accordance with Section 4.05 of the Lease or the Tenant terminates the Lease in accordance with Section 21.02 of the Lease, JTCHC covenants and agrees that it shall execute, no later than three (3) days from JTCHC's receipt of the County's written request, the joint written instruction form attached as Exhibit A to the Escrow

Agreement instructing the escrow agent to disburse to the County all monies on deposit in the escrow account. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

on the ____ day of _____, 2013

By: _____
Deputy Clerk

By: _____ _____
County Mayor Date

Jessie Trice Community Health Center, Inc.:

on the ____day of _____, 2013

(JTCHC's Corporate Seal)

Federal Identification # 59-1235617

By_____
(name)
(title)

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

Exhibit 1 - Project Budget and Description

Initial _____ Date 2/22/13

Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)

Jessie Trice Community Health Center, Inc.

New Jessie Trice Community Health Center, Miami Gardens

Project Number 305.1-76333

REVENUES				Milestones	EXPENSES		
FY 2012 - 2013 GOB Allocation	Future GOB Allocations	Other Funding Allocations	Total Estimated Revenues		Projected Start Date	Schedule End Date	Total Estimated Expenses
			0	Project Administration			0
		157,000	157,000	Project Administration (Non-GOB)	3/5/2013	9/1/2016	157,000
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
		96,000	96,000	Pre-design, Planning, including preliminary (Non-GOB)	3/5/2013	6/1/2014	96,000
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
		40,000	40,000	Design (Non-GOB)	6/2/2014	9/1/2014	40,000
			0	Dry run/permit			0
		20,000	20,000	Dry run/permit (Non-GOB)	9/2/2014	3/1/2015	20,000
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
1,300,000			1,300,000	Construction On Going	7/1/2016	3/1/2018	1,300,000
		1,462,467	1,462,467	Construction On Going (Non-GOB)	7/1/2016	3/1/2018	1,462,467
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
1,300,000	0	1,775,467	3,075,467	TOTALS			3,075,467

* Other Funding (List sources and amounts)

Funding Source	Amount
Low Income Pool (LIP) Match	1,775,467

Total: 1,775,467

Project Narrative/Description

Jessie Trice Community Health Center (JTCHC) will construct a new Community Health and Wellness Center on vacant land donated by the Miami Dade County that will provide comprehensive primary care services (e.g. Pediatrics, OB/GYN, General Medicine, Geriatrics and Dental) along with a Wellness Center. The new center will be located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road) in the City of Miami Gardens and will replace JTCHC Norland Medical Center which is too small to meet the needs of the targeted population. Upon completion of this 8,500 - 9,000 sq. ft. project, JTCHC will provide preventative and primary services to meet the healthcare needs of the residents in Miami Gardens and North Miami-Dade County. The total cost of the project will be $3,075,467 with funding derived from multiple sources.

GOB Total Funding Allocation Narrative/Description

GOB funds will be used for the construction of a new 8,500-9,000 sq. ft. facility (Community Health and Wellness Center) which will be an increase of approx.6,200 sq. ft. compared to the existing Norland Center. The additional space will include twelve (12) patient medical examination suites and four(4) dental operatory rooms. This will be an increase over four (4) medical examination rooms and two (2) dental operatory rooms currently at the Norland Center. Norland provides services to 2,765 unduplicated patients resulting in 8,261 encounters. As a result of the additional space, we project that we will see an estimated 3,800 (37.4% increase) unduplicated patients which will result in 13,400 (62.3% increase) of patient encounters. An additional benefit of this project will be the increase in minority medical providers - two (2) Physicians and one (1) ARNP. The existing Norland center has one(1) Physician, one(1) Dentist and one(1) Registered Nurse.

GOB 2012 - 2013 Funding Allocation Narrative/Description

GOB funding will compliment other funding for the construction of a new 8,500 -9,000 sq. ft. Community Health and Wellness Center facility located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue, Miami Gardens.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

EXHIBIT D
ESCROW AGREEMENT

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2013

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2013 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida non-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2013, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $1,300,000 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility located at on a two-acre parcel of land located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL (Folio No.: 34-2108-007-0011) currently owned by the County and leased to Jessie Trice pursuant to a lease agreement by and between the County and Jessie Trice , for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $1,300,000 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS; INVESTMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $1,300,000 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Jessie Trice or the County after the initial deposit of $1,300,000 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Jessie Trice and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $1,300,000 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Jessie Trice and the County. Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Jessie Trice shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Jessie Trice shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Jessie Trice and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Jessie Trice or its own counsel, at the expense of Jessie Trice, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Jessie Trice or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions) if applicable, to Jessie Trice. Jessie Trice agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Jessie Trice, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Jessie Trice and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Jessie Trice's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent shall apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: _____
Annie Neasman, President

TD Bank, N.A.

By: _____
_ Vice President

Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2013 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice

By: _____
Name:
Title:

County

By: _____
Name:
Title:

EXHIBIT E
LANDLORD'S ESTOPPEL CERTIFICATE

Re: Ground Lease dated _____, 20___ (the "Lease"), by and between Miami-Dade County (hereinafter "Landlord") and the Jessie Trice Community Health Center, Inc., a Florida not-for-profit corporation (hereinafter "Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).
2. Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.
3. The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).
4. To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease (except as expressed hereunder or attached hereto).
5. As of [date], Rent is as specified in Exhibit "A" hereto. No Rent has been paid by Tenant in advance under the Lease (except as expressed hereunder or attached hereto).
6. Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto), though this does not imply that Landlord has investigated any such condition or event..

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Certificate may be delivered by Landlord by facsimile or by electronic mail.

Dated this ___ day of _____.
Very truly yours,

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
GROUND LEASE

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Exhibit B Development Concept / Plans / Sketch

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Exhibit E Landlord's Estoppel Certificate (Sample)

EXHIBIT D
TO RESOLUTION

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2013, by and between Miami-Dade (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $1,300,000.

    a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large, all as more specifically detailed in Section 10 of this Agreement.

    b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:

        i. The Disproportionate Share Hospital (DSH) program.

        ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.

        iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.

        iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.

        v. Increase the annual cap on outpatient services for adults from $500 to $1,500.

        vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.

        vii. Medicaid LIP payments to hospitals in the approved appropriations categories.

        viii. Medicaid LIP payments to Federally Qualified Health Centers.

        ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.

        x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of $1,300,000. The County will transfer payments to the State upon notification by the Agency.

The State will bill the County for payments and specify when due; provided, however, the County shall have at least ten (10) business days from receipt of the invoice to process and remit such payment(s).

3. Timelines: This agreement must be signed and submitted to the Agency no later than March 31, 2013, to be effective for SFY 2012-2013.

4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2012-2013.

5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.

6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.

7. With the exception of Resolution Nos. R-855-08, R-415-12 and R-____-12, and the agreements incorporated therein, the County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

9. The anticipated distribution for Jessie Trice Community Health Center, Inc. for State Fiscal Year 2012-13 is $3,075,467.

10. The County and the State agree that, pursuant to Resolution No. R-___-13 adopted by the Board of County Commissioners of Miami-Dade County (Attachment 1), Jessie Trice Community Health Center, Inc. in accordance with the approved LIP project and specifically section 1.b)i.a) of this agreement, shall be required to spend no less than $1,300,000 of the $3,075,467 distribution to fund capital expenses incurred for the construction of the facility on a two-acre parcel of County owned land currently owned by the County and leased to Jessie Trice Community Health Center, Inc. pursuant to a lease agreement by and between the County and Jessie Trice Community Health Center, Inc. located at N.W. 183rd Street and N.W. 37th Avenue (Floio No.: 34-2108-007-

0011) in Miami Gardens, Florida, to increase the number of patient exam and treatment rooms available for Miami-Dade County's Medicaid and uninsured population. If the State fails to remit an aggregate amount equal to or greater than $1,300,000 to Jessie Trice Community Health Center, Inc. by June 15, 2013, the State shall remit to the County $1,300,000 no later than July 15, 2013, which amount shall be paid in a single lump sum payment and without further invoice, notice or demand. If (i) the State remits an amount equal to or greater than $1,300,000 to Jessie Trice Community Health Center, Inc. by June 15, 2013, (ii) Jessie Trice Community Health Center, Inc. deposits at least $1,300,000 in an Escrow Account as required by the provisions of Resolution No. R-___-13, and (iii) Jessie Trice Community Health Center, Inc. fails to construct or complete the facility as set forth in section 10, the State understands and agrees that the County may exercise all remedies available at law to recoup its local government match, including specifically the right to require disbursement of funds to the County from the escrow account in an amount equal to $1,300,000 as permitted by the Funding Agreement by and between the County and Jessie Trice Community Health Center, Inc. The County is not obligated to provide reporting data for any of the programs described in Section 1.b. of this Agreement. This section 10 shall survive expiration or early termination of this agreement.

11. This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013 and shall be terminated June 30, 2013.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Miami-Dade

Signature

Name

Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney

HARVEY RUVIN, CLERK

Deputy Clerk

State of Florida

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Local Government Intergovernmental Transfers	
Program / Amount	**State Fiscal Year 2012-2013**
DSH	
LIP, Exemptions & SWI	1,300,000
Nursing Home SMP	
Total Funding	**$1,300,000**

EXHIBIT E
TO RESOLUTION

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2013

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2013 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida non-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2013, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $1,300,000 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility located at on a two-acre parcel of land located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL (Folio No.: 34-2108-007-0011) currently owned by the County and leased to Jessie Trice pursuant to a lease agreement by and between the County and Jessie Trice , for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $1,300,000 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS; INVESTMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $1,300,000 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Jessie Trice or the County after the initial deposit of $1,300,000 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Jessie Trice and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $1,300,000 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Jessie Trice and the County. Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Jessie Trice shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Jessie Trice shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Jessie Trice and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Jessie Trice or its own counsel, at the expense of Jessie Trice, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Jessie Trice or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions) if applicable, to Jessie Trice. Jessie Trice agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Jessie Trice, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Jessie Trice and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Jessie Trice's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent shall apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: _____
Annie Neasman, President

TD Bank, N.A.

By: _____
_ Vice President

Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2013 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice

By: _____
Name:
Title:

County

By: _____
Name:
Title:

EXHIBIT F
TO RESOLUTION

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____ 2013 (hereinafter the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida ("County"), whose mailing address is 111 N.W. First Street, Suite 2100, Miami, Florida 33128, and the Jessie Trice Community Health Center, Inc. ("Health Center"), a Florida not-for-profit corporation, with a mailing address of 5607 N.W. 27th Avenue, Miami, Florida 33142.

RECITALS

WHEREAS, the County owns fee simple title to certain real property, consisting of approximately two (2) acres of vacant land (Folio Number: 34-2108-007-0011), located in the City of Miami Gardens (hereinafter the "Premises"), which is legally described in "Exhibit A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the County and the Health Center have entered into a ground lease, dated _____, 2013, relating to the Premises (hereinafter "Ground Lease"), a copy of which is attached hereto, marked "Exhibit B", and incorporated herein by reference; and

WHEREAS, the Ground Lease stipulates that there is a period of time between the date that the Ground Lease was executed and the date that the Ground Lease actually commences, and it is that interim period of time for which this Agreement is applicable; and

WHEREAS, the Health Center needs occasional access to the Premises prior to the commencement of the Ground Lease in order to timely perform certain work, including, but not limited to environmental testing, on or about the Premises, which work is consistent with its duties and obligations described the Ground Lease.

NOW THEREFORE, the County and the Health Center, in mutual consideration, have entered into this Agreement to permit the Health Center to have occasional non-exclusive access to the Premises consistent with the terms and conditions of this Agreement.

1. Recitals. The parties hereby acknowledge and agree that the foregoing recitals are true and correct, and are incorporated into this Agreement by this reference, as if fully set forth herein.

2. Right of Entry. The County does hereby grant and provide to the Health Center, and its officers, employees, licensees, agents, and vendors non-exclusive permission to enter onto the Premises for the sole and limited purpose of assessing the condition of the Premises. The Health Center shall only utilize the Premises in the manner consistent with the Ground Lease and this Agreement, and only upon providing at least seven (7) days advanced written notice to the County before entering the Premises and commencing any work. The Health Center shall coordinate with the County prior to the commencement of any work on the Premises, such that all work is done in a manner that does not interfere with County's ownership

and use of the Premises. The Health Center shall not use the Premises or otherwise enter onto the Premises for any other purpose. Further, not limiting the foregoing, the Health Center expressly agrees that it will not build, construct, create, or permit others to build, construct or create any buildings, structures or other improvements on or over the Premises during the duration of this Agreement.

3. Restoration. The Health Center shall use its best efforts to minimize any impact upon or to the Premises in carrying out its objectives to comply with the terms and conditions of the Ground Lease, including conducting environmental testing. Further, the Health Center agrees that any and all cost or expense associated with the Health Center's work on the Premises shall be borne solely by the Health Center, and upon completion of any such work, the Health Center shall restore the Premises, including repairing any damage to the Premises which occurred during, or was the result of, the Health Center's work on or about the Premises.

4. Term. This Agreement shall commence on the Effective Date, and shall be for a period of sixty (60) calendar days, or terminate on the commencement date for the Ground Lease, whichever occurs first. In furtherance thereof, the parties acknowledge and agree that should the Ground Lease be cancelled or terminated for any reason whatsoever, that this Agreement shall automatically and simultaneously cancel or terminate. Notwithstanding the foregoing, this Agreement may be cancelled by either party at any time and for any reason by one party giving ten (10) days prior written notice to the other party.

5. Insurance. Prior to the Health Center, its officers, employees, licensees, agents, and vendors entering upon or onto the Premises for any reason whatsoever, the Health Center shall furnish the County with a certificate of insurance that, in the sole discretion of the County, meets or exceeds the insurance requirements as found in the document entitled Approved Insurance Requirements, which is attached hereto, marked as "Exhibit C" and incorporated herein by reference. Further, the Health Center agrees that the Approved Insurance Requirements are subject to change, and therefore should the County's Risk Management Division determine that the insurance requirements must be changed, altered or otherwise modified, then such requirements shall be changed upon written notice to the Health Center, without the need for any consent by the Health Center.

6. Indemnification and Hold Harmless. The Health Center hereby agrees that it shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from and against any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement, including but not limited to any work or action, or failure to perform any work or action, by the Health Center or its officers, employees, agents, and/or vendors on or about the Premises. The Health Center shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including court costs and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Health Center expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Health

Center shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This indemnity provision shall commence on the Effective Date and shall survive the termination of this Agreement.

7. Assignment. The parties agree that this Agreement may not be assigned by either party at any time.

8. Limitation of Rights. The Health Center hereby acknowledges and agrees that this Agreement does not give it any right, title, tenancy or interest, whatsoever, in or to the Premises, and at all times during the term of this Agreement, legal title in the Premises remains in the County. Further, the Health Center expressly waives and disclaims any cause of action, or claim, at law or in equity, which the Health Center has or may have, now or in the future, against the County, arising out of the work or performance of such contemplated by this Agreement, including, but not limited to claims arising as a result of any toxic condition and/or contamination on or about the Premises, and/or other claims of any kind or nature that may be brought against the County. Further, nothing contained herein shall serve as a limitation of the police powers of the County.

9. Default. This Agreement may be cancelled by either party for cause (cause is the failure by a party to timely adhere to any and all of the terms and conditions of this Agreement) by one party giving two (2) days prior written notice to the other party, and when such failure or default is not properly cured within such two (2) day period. Cause for cancellation shall include, but not be limited to, the Health Center's failure to carry the required insurance.

10. Miscellaneous. This Agreement contains the entire understanding between the County and the Health Center concerning the subject matter hereof. Any and all notices required or permitted herein shall be sent to the respective party at the address shown above in the preamble of this Agreement, by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, or by a national "overnight" courier services, or by facsimile immediately followed by certified or registered mail, return receipt requested, postage prepaid. If any of the provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to such entity or person(s) and/or situations other than those as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect. This Agreement may only be changed or modified upon the prior written consent of both parties, unless otherwise specified herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the County and the Health Center have executed and entered into this Agreement voluntarily and acknowledging their mutual obligations hereto with the intent to be legally bound thereby on the day and year first above written.

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

ATTEST

By: _____
Name:

_____

Title: _____

Approved as to form and
legal sufficiency

_____
Assistant County Attorney

JESSIE TRICE COMMUNITY
HEALTH CENTER, INC.
a Florida not-for-profit corporation

Signed in the presence of:

By: _____
Name:

_____
Print Name: _____

Title _____

_____
Print Name: _____

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Exhibit A
The Premises

The vacant parcel of land (Folio Number: 34-2108-007-0011) is legally described as follows:

The South 208.36 feet of the East 418.78 feet of Lot 1 according to the plat of "Carol City" recorded in Plat Book 57, Page 20 of the Public Records of Miami-Dade County, lying in Section 8, Township 52 South, Range 41 East, in Miami-Dade County, Florida; containing two acres, more or less.

Exhibit B
Copy of Ground Lease

LEASE

THIS LEASE (hereinafter "Lease") is entered into and made effective on this _____ day of _____, 20____ by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord" or "County"), and Jessie Trice Community Health Center, Inc., a Florida non-profit corporation (hereinafter "Tenant" or "Jessie Trice").

RECITALS

WHEREAS, the Landlord is the owner of certain real property, consisting of a vacant parcel of land, located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Miami-Dade County, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the Landlord is willing to lease a portion of the aforementioned vacant parcel of land, consisting of approximately two (2) acres of the southern segment or portion of the property to the Tenant; and

WHEREAS, the Tenant is desirous of entering into a ground lease with the Landlord for the use and future development of the approximate two (2) acres of the vacant parcel of land; and

WHEREAS, the Landlord is willing, and has agreed, pursuant to Section 125.38 of the Florida Statutes, to enter into a ground lease with the Tenant for a term of fifty (50) years, so long as the Tenant, at all times, remains a Florida non-profit entity, occupies the property, develops a Health Center (as described herein below), makes the Health Center open and available to the public, and complies with all of the terms and conditions of this Lease in a timely manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, the vacant parcel of land described below, and does so in accordance with the terms and conditions of this Lease as described herein.

ARTICLE 1
INCORPORATION OF RECITALS

1.01 The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

ARTICLE 2
DEFINITIONS

1. The words "Commencement Date" shall mean the date when actual and beneficial occupancy of the Tenant commences. As of the Commencement Date, the Tenant is authorized to take possession of the Premises. The Commencement Date shall occur on the sixtieth (60th) calendar day after the Landlord provides the Tenant with the results of Landlord's most recent environmental assessment of the Premises. The Commencement Date shall be memorialized by the Landlord in a notice to the Tenant.

2. The words "Development Concept" shall mean and refer to the overall site plan, building elevations, space plans, configuration of Improvements and program summary as articulated for by the Project, in draft, which, in its current version as of the Execution Date is illustrated in "Exhibit B", and incorporated herein by reference.

3. The words "Execution Date" shall mean the date that this Lease takes effect and is legally binding upon the parties. The Execution Date is the date that this Lease is signed by the Landlord, after its approval by the Board of County Commissioners.

4. The words "Health Center" shall mean a new health care facility, with a minimum of 8,500 square feet in size, that provides primary health care, dentistry, and behavioral health services to area residents, regardless of ethnicity, immigration status, or ability to

pay, and at a minimum, consisting of four (4) separate clinics: 1) Primary care for adults; 2) Pediatric Services; 3) Dental Center; and 4) Obstetrics and Gynecology.

5. The word "Improvements" shall mean any and all infrastructure, hardscaping, landscaping, parking areas (including any garage), facilities, or amenities, and any and all related installations, fixtures, equipment, utilities, site-work, and other improvements existing or to be developed on or about the Premises.

6. The words "Lending Institution" or "Lender" means any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, or other financial institution or governmental agency authorized to transact business in the State of Florida, and which customarily provides service or otherwise aids in the financing of mortgages on real property located in the State of Florida, or any federal, state, or local governmental authority.

7. The words "Plans and Specifications" shall mean the plans and specifications for all the work in connection with the construction and build-out of the Health Center building for the Project, for what is shown in the Development Concept, and shall include any changes, additions or modifications thereof, provided the same are approved as provided for by the Landlord herein.

8. The word "Premises" shall mean the two (2) acres of vacant land legally described in Section 3.03 hereof, being leased by the Landlord to the Tenant for the development of the Project. The County-owned property is located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), Miami Gardens, Florida (Folio No.: 34-2108-007-0011). See map of the Premises, shown in "Exhibit A". The Premises is further described in Article 3, of this Lease.

9. The word "Project" shall mean the overall development on the Premises which will consists of a Health Center, along with any and all Improvements, on or about the Premises.

ARTICLE 3
DESCRIPTION OF PREMISES

3.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, subject to the terms, covenants, conditions and provisions of this Lease.

3.02 Premises. A geographical area comprised of two (2) acres located within the vacant parcel of land described in this Section 3.02, which is located in the City of Miami Gardens, as more fully described in this Article 3.

Folio Number:	34-2108-007-0011

Property Address: Legal Description:	N/A The East 4.99 acres of Tract 1 of CAROL CITY, according to the plat thereof recorded in Plat Book 57 at page 20 of the Public Records of Dade County, Florida, being more particularly described as follows: The East 418.78 feet of said Tract 1. Containing 4.99 Acres more or less.

3.03 The Legal Description for the Premises is the following:

> The South 208.36 feet of the East 418.78 feet of Lot 1 according to the plat of "Carol City" recorded in Plat Book 57, Page 20 of the Public Records of Miami-Dade County, lying in Section 8, Township 52 South, Range 41 East, in Miami-Dade County, Florida; containing two acres, more or less.

3.04 The Premises is graphically depicted on the attached map, marked "Exhibit A" and incorporated herein by reference.

3.05 Landlord and Tenant agree that the square footage of the Premises is approximately two (2) acres, and further that the square footage of the Premises is only an approximation of size, as the Premises has not been duly measured by the Landlord. Moreover, the Tenant, has visited the Premises first-hand, and therefore is fully aware of the size of the Premises, and has determined that the Premises is of sufficient size for its intended purposes.

3.06 Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant which accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranty as to the condition of the Premises, including but not limited to environmental conditions, and/or whether it is fit for any particular purpose.

ARTICLE 4
TERM

4.01 The term of this Lease shall commence on the Execution Date. Tenant hereby agrees that this Lease shall expire on the fiftieth (50th) anniversary of the Execution Date, with or without notice to the Tenant (hereinafter the "Expiration Date"), so long as Tenant complies with all of the terms and conditions herein, including the requirements to meet certain "milestones" within the first two (2) years of this Lease.

4.02 The Tenant agrees that it shall provide the Landlord with notice of its intent to vacate the Premises one hundred eighty (180) calendar days prior to the Expiration Date. However, the parties further agree that should the Tenant fail, for any reason whatsoever, to notify the Landlord of its intention to vacate the Premises on or before the Expiration Date, that this Lease shall still expire on the Expiration Date, without the necessity of any notice from either the Landlord or the Tenant to terminate the same. Further, Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

4.03 If Tenant shall be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such

month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rent based upon the terms and conditions found in Section 5.02.

4.04 The Tenant acknowledges and agrees that even though the Commencement Date of this Lease occurs after the Execution Date, that the Execution Date shall be the first (1st) day for the term of this Lease.

4.05 Limitation of the Term. Notwithstanding and prevailing over anything to the contrary in this Lease, should the Tenant fail to timely meet any or all of the milestones listed in Section 6.02 of this Lease within two (2) years from the Execution Date of this Lease, such failure shall be an event of default and this Lease shall automatically terminate, and the Tenant shall immediately vacate the Premises.

4.06 Options to Renew Lease. The Tenant, subject to the terms and conditions of this Lease, shall have two (2) options to renew this Lease, each for twenty-four (24) years, which may be exercised by the Tenant, so long as the Tenant is not then in default of any of the terms and/or conditions of this Lease. However, the Tenant shall not be permitted to exercise either option period until two (2) years prior to the Expiration Date, or any renewal or extension thereof. The rent during the renewal periods shall continue with the same amount of rent as indicated for the initial term of this Lease.

ARTICLE 5
RENT

5.01 Tenant covenants and agrees to pay to Landlord as rental for a term of fifty (50)

years, commencing upon the Commencement Date, and expiring on the Expiration Date, at the rental rate of One ($1.00) Dollar per year, and payable on the commencement of this Lease, and thereafter payable on the anniversary of the Commencement Date to the Board of County Commissioners, c/o Internal Services Department (ISD), 111 N.W. 1st Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

5.02 Tenant also agrees that should it be in possession of the Premises after the Expiration Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay the then market rent, meaning that rental rate that the Landlord could normally obtain if the Landlord elected to rent the Premises to a third party, which assessment contemplates an arms' length transaction (hereinafter "Market Rent"). Market Rent shall be determined by an independent appraiser selected by the Landlord, who appraises the Premises in its then current condition, including the value of all Improvements which have been constructed thereon.

ARTICLE 6
PERMITTED USE OF PREMISES

6.01 Tenant shall only perform work or make Improvements on, to, or about the Premises that are consistent with the future construction of the Health Center ("Permitted Use").

6.02 During the term of this Lease, the Tenant agrees that it shall perform the following "milestones", within the prescribed time periods, beginning immediately after the Execution Date, and the time period for the Tenant to commence and complete performance of the below listed milestones (hereinafter the "Milestone Period"), shall not be altered without the prior written consent of the County Mayor, or the Mayor's designee. The Tenant shall deliver a notice to the Landlord indicating the date that it plans to commence performing the milestones, and deliver a second notice to the Landlord on the date that it has actually commenced

performing the milestones.

A.) Within three (3) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of an environmental study, performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and

2.) A letter from Tenant's attorney, or from the City of Miami Gardens, stating that the property is properly zoned for the proposed development project, or that the necessary variance, zoning change, or waiver is expected by the City of Miami Gardens (the Landlord, solely in its capacity and limited role as a landlord, at Tenant's sole cost and expense, will reasonably cooperate in any necessary zoning modification, waiver, or variance in advance of December 31, 2013) to the extent that its participation is necessary; and

3.) A copy of a survey of the Premises, performed by a licensed surveyor, licensed to perform such work in the State of Florida; and

4.) A copy of a title search for the Premises, by a properly licensed and bonded title company, authorized to perform such work in the State of Florida.

B.) Within nine (9) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of an agreement between the Tenant and a company to perform the requisite geotechnical engineering studies for compaction of the soil on the Premises to determine the stability and conditions of the subsurface of the Premises for the future construction of the Project; and

2.) A copy of an application, including any and all necessary documentation to complete the application, to plat the Premises, or to secure a waiver of plat for the Premises (all of which shall be done at Tenant's sole cost and expense.) The Landlord agrees to reasonably cooperate with the Tenant in connection with the applications for the re-plat of the Premises or to the waiver of plat for the Premises. The County Mayor, or the Mayor's designee, shall, following written request from the Tenant, execute any documents that may be reasonably requested by Tenant or the governmental agency/entity to accomplish such plat approval or waiver of plat approval, if the Landlord's written consent, as owner of the Property, is necessary or requested).

C.) Within eighteen (18) months of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of preliminary, fifty (50%) percent, construction drawings, which shall have been prepared by an architect licensed to perform such work in the State of Florida; and

2.) A copy of an estimated budget for the entire construction of the development Project, as reviewed and approved by an architect licensed to perform such work in the State of Florida; and

3.) A copy of the final soil boring test, for compaction capabilities and soil condition; and

4.) A copy of all environmental applications and permits from the Landlord's Regulatory and Economic Resources (RER) department or its successor; and

5.) A copy of any revised environmental test results.

D.) Within two (2) years of the Commencement Date, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1.) A copy of a fully executed contract with the general contractor for the Project; and

2.) A copy of the complete and final budget for the entire Project; and

3.) A copy of the completed architectural drawings, along with completed building department (City of Miami Gardens building department) applications and permits that have been received; and

4.) Evidence that Tenant has properly secured sufficient financing from a Lending Institution to complete the entire Project; and

5.) A copy of any and all other permits, approvals and/or licenses necessary, from the appropriate jurisdiction, agency and/or authority, in order to immediately commence construction of the Health Center.

6.03 Tenant agrees that it shall not begin actual construction of the Project during the term of this Lease without receiving the Landlord's prior written permission, which shall be based on the Tenant having timely completed the requirements listed above in Section 6.02, and having secured a building permit from the City of Miami Gardens (note, the Tenant is required to deliver a copy of such building permit to the Landlord prior to commencing any construction on the Premises). The Tenant will also provide the Landlord with a letter certifying that it has timely completed all of the needed requirements to meet the terms and conditions of the milestones, and inform the Landlord of the date that it anticipates to break ground for the Project.

6.04 Tenant acknowledges and agrees that it will timely comply with all of the requirements in 6.02, and that failure to do so shall be an event of default.

6.05 Tenant agrees that upon completion of construction of a Health Center, the Tenant will continuously use the Premises for the Permitted Use, and for no other purpose whatsoever.

6.06 Tenant agrees that no changes in the Permitted Use of the Premises is authorized without the expressed prior written permission of the Landlord. Further, as noted above, Tenant hereby expressly agrees that should the Tenant fail to timely comply with the requirements in Section 6.02 it shall be an event of default, and this Lease shall immediately and automatically terminate upon notice by the Landlord and thereafter this Lease shall become null and void, and any and all Improvements on or to the Premises shall become the sole property of the Landlord, without cost or expense to the Landlord.

6.07 Tenant agrees that it shall comply with the provisions of the Funding Agreement by and between Miami-Dade County and the Tenant date _____, 20____ (hereinafter the "Funding Agreement"); as well as the Escrow Agreement by and among Miami-Dade County, the Tenant, and TD Bank, N.A., dated _____, 20 ____ (hereinafter the "Escrow Agreement"), copies of which are attached hereto as Exhibits C and D, respectively, and are incorporated herein by this reference. If the Tenant is in default of any of the provisions of the Funding Agreement or the Escrow Agreement, such default shall be deemed an event of default under this Lease, and the Landlord may exercise its right to terminate this Lease in accordance with the provisions of Section 21.01(C), and/or exercise any rights it may have in law or in equity.

ARTICLE 7
CONDITION OF PREMISES

7.01 Landlord and Tenant agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, construction or building permit(s) and/or license(s), including, but not limited to, making all Improvements on or about the Premises. Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

7.02 Tenant agrees that it is solely responsible for securing any necessary land use approvals, zoning regulations, restrictions, rules, laws and ordinances that may be necessary in order for the Tenant to construct, maintain and/or to operate the Health Center.

7.03 Tenant acknowledges and agrees that it is solely responsible, at its sole cost and expense, to re-plat the Premises, or secure a waiver of plat, so that the leased Premises may be developed separately from the remaining unleased portion of the County's property.

7.04 Tenant shall be solely responsible, at its sole cost and expense, for identifying any easements or other encumbrances on or about the Premises and determining if any such easements or other encumbrances will interfere with the Tenant's planned use of the Premises as a Health Center. Tenant agrees that if any easements and/or other encumbrances exist on the Premises that it shall be the Tenant's responsibility, with the prior written approval of the Landlord, to cause the removal of such easements and other encumbrances at its sole cost or expense; or to design the Health Center building(s) and Improvements in such a manner as to not disturb or interfere with the easements and/or other encumbrances.

7.05 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises prior to obtaining all necessary permits

and/or licenses for the construction, occupancy, maintenance or operation of a Health Center. And, if for any reason Tenant loses any necessary permit or license for any reason whatsoever, Tenant shall refrain from such construction, use, occupancy, maintenance, and/or operation until the Tenant has re-secured the appropriate permit(s) and/or license(s) which authorize the construction, use, occupancy, maintenance, and/or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes.

7.06 Tenant acknowledges and agrees that the Premises currently consist of a vacant parcel of land, and hereby accepts full responsibility to undertake any and all environmental assessments on or about the Premises, and if necessary, clean-up (as determined by any and all federal, state and local laws and regulations), the Premises, at Tenant's sole cost and expense, to a level or amount that will allow for the development of the Premises, including the construction of any and all structure(s) or Improvements that will comprise the Health Center. Further, Tenant shall also be solely responsible for any and all repair and maintenance to the Premises, including, but not limited to, addressing any groundwater or soil conditions, structural and/or foundation problems, and air and/or noise quality.

ARTICLE 8
TAXES AND UTILITIES

8.01 The payment of any taxes, fees, impositions, or charges shall be the sole responsibility of the Tenant. Tenant hereby covenants and agrees to pay, without notice or demand and without set-off, abatement, suspension or deduction, any and all taxes, payments in lieu of taxes, betterment assessments, water, electric, sewer, telephone and other utility charges for the Premises and/or any structures and/or Improvements thereon. Tenant further covenants and agrees to pay without notice or demand and without set-off, abatement, suspension or deduction, all other costs, general and special, ordinary and extraordinary, foreseen and

unforeseen, which are due and payable during the Term of this Lease, at any time imposed or levied against the Premises and/or any structures and/or Improvements thereon. All such payments shall be made no less than five (5) calendar days prior to the last date on which the same may become delinquent and be paid without penalty.

8.02 Tenant will furnish to Landlord, once per year, proof of its not-for-profit status and proof of payment of all items referred to in paragraph 8.01, which are payable by Tenant, including, but not limited to the payment of any taxes or payments in lieu thereof.

8.03 If Tenant shall elect to contest the payment of any taxes, Tenant may make such payment under protest, or if postponement of such payment will not jeopardize the Landlord's title or interest in or to the Premises or subject Landlord to the risk of any civil liability or penalty as determined in the sole and absolute discretion of the Landlord, Tenant may postpone the same to contest the amount of such taxes, but only if such postponement is done in accordance with the then-applicable laws, rules and regulations. If Landlord then so requires, Tenant shall secure the full amount of the taxes levied and the interest and penalties thereon and the costs of the proceedings or suit on the determination of whether the amount of the taxes is appropriate, by causing to be delivered to the Landlord in the form of a bond or other security, in the form satisfactory to Landlord, which amount Landlord shall hold in its general account during the pendency of the proceedings. Landlord shall return the amount held, without interest, within sixty (60) days of the conclusion of the proceedings, so long as Landlord did not use such sum, or any portion thereof, to pay the taxes, interest or penalty. Tenant agrees to indemnify, defend and save Landlord harmless from and against any and all costs and expenses incurred on account of Tenant's protest and participation in such proceedings and/or as a result of Tenant's failure to timely pay taxes and other related charges with respect to the Premises and/or any structures and/or Improvements thereon. Tenant shall promptly furnish the Landlord with a copy of any notice of all events and actions as they relate to the proceedings and/or suits.

ARTICLE 9
CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS

9.01 Tenant, at its sole cost and expense, shall, at a minimum, perform any and/or all of the pre-construction work necessary to construct the Project. The construction of the Project is expected to commence no later than during the third (3rd) year of this Lease. Commencement of construction is hereby agreed upon and determined to be the cumulative of: 1.) issuance of the building permit(s) for a Health Center; 2.) the commitment for funding for the Project, including any and all Improvements; and 3.) retention of a general contractor that is ready to begin construction. Further, the Tenant has specifically agreed that construction of the Project will occur over an eighteen (18) month period, with the building being completed no later than in the fifth (5th) year of this Lease, as evidenced by issuance of a temporary certificate of occupancy (or equivalent document in the County's discretion), subject to delay due to *force majeure*. Failure to timely construct the Health Center in accordance with the terms and conditions of this Lease, shall result in the termination of this Lease, and the Premises reverting to the Landlord, along with any and all Improvements thereto.

9.02 Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with any and all local laws, rules and/or requirements.

9.03 Prior to the commencement of construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping and/or other Improvements, which will all be commenced and completed at Tenant's sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department for written approval at least one hundred twenty (120) days before the commencement of any work.

9.04 Upon the Landlord's initial receipt of each of the plans and specifications, as described above in Section 9.03, the Landlord shall review the same, and shall, within thirty (30) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, Tenant shall, within thirty (30) calendar days after the date Tenant receives such disapproval, make those changes necessary to meet the Landlord's stated grounds for disapproval. Upon the Landlord's receipt of the revised plans and specifications showing the changes requested by the Landlord, the Landlord shall review the same, and shall, within fifteen (15) calendar days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

(a) As an alternative to revising the plans and specifications upon receipt of the Landlord's disapproval of the initial submission, the Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the plans and specifications should not be changed or modified, in which case, within thirty (30) calendar days of such request for reconsideration, the Landlord shall again advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, Tenant shall resubmit revised plans and specifications to the Landlord within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by the Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall attempt to resolve any disputes concerning the plans and specifications in an expeditious manner. If the

Landlord shall have approved any aspect of the plans and specifications in an earlier plan submission, and no portion of the revised plans and specifications has affected the earlier-approved aspect, absent extenuating circumstances, the Landlord shall not have the right to disapprove that which it approved earlier, unless it is determined by the Landlord that such plans and specifications fail to comply with applicable law.

Following completion of the plans and specifications approval process, as described herein above, the Landlord's approved plans and specifications for the Project shall be the construction plans for the Project. The Landlord's approval shall be in writing and each party shall have a set of construction plans signed by all parties as approved. In the event any material change occurs after approval of the construction plans for the Project, then Tenant must resubmit the changed portion of the construction plans to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process).

9.05 Tenant shall cause all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using first grade materials, and with as little interference as practicable to the affairs of nearby residences and/or businesses.

9.06 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. The Tenant, as described below in Section 9.12, is further required to secure a payment and a separate performance bond, in accordance with Section

255.05, *Florida Statutes*, to guarantee the timely payment of any and all laborers and materialmen, as well as the timely and proper construction of the project. Such payment and performance bond will be delivered to Landlord prior to commencement of construction. The amount of such bonds shall be equal to the construction costs of the Improvements.

9.07 Tenant acknowledges and agrees that the Landlord, in its capacity as Landlord under this Lease, currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities necessary or otherwise related to the pre-construction and/or construction of any structure(s) and/or Improvements on or about the Premises during the Term of this Lease.

9.08 If Tenant's construction activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil and/or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage; (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, at the Tenant's sole cost and expense; and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

9.09 All leasehold Improvements, including, but not limited to anything erected or installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the Expiration Date or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold Improvements shall be deemed to be part of the Premises, and shall

not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

9.10 The Tenant's introduction of any supplies and/or equipment to the Premises, which personal property can be removed without damage to the Premises, shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Lease.

9.11 Tenant agrees that in an effort to protect the Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and supplies belonging to the Tenant which are placed on or about the Premises during the term. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including, but not limited to, the cost for maintenance and repairs to the Premises, and attorneys' fees, expert witness fees and court costs. However, notwithstanding the foregoing, the Landlord hereby agrees to subordinate its interest in the Tenant's removable personal property to the security interest of a Lending Institution, for with a loan regarding the construction and/or ongoing operation of the Health Center.

9.12 Prior to commencing any construction and/or repairs to the Premises, or any structure or Improvements on or about the Premises during the term of this Lease, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs or the purchase of materials for the performance of the work. Said payment and performance bonds shall be in favor of the Landlord, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the construction, or in instances of

repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name Landlord as an obligee on the multiple obligee rider attached to the payment and performance bond, and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than $25,000.

9.13 Tenant shall not be permitted to place signs or advertising matter on or about the Premises without the Landlord's prior written approval, which approval may be granted by the County Mayor, or the Mayor's designee in his or her sole and absolute discretion. If permitted, Tenant will, at its sole cost and expense, maintain such sign and/or advertising matter, as may be permitted hereunder by the Landlord, in good condition and repair at all times. All signs shall be removed by Tenant upon the expiration or early termination of this Agreement, and any damage or unsightly condition caused to the Premises because of, or due to, said signs or advertising matter shall be corrected or repaired by Tenant, at Tenant's expense, to the satisfaction of the Landlord in Landlord's sole discretion.

ARTICLE 10
MAINTENANCE AND REPAIR

10.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease, or any extension or renewal thereof, at its sole cost and expense,

the Premises, and any and all infrastructure (utility lines, pipes, wiring) leading to or from the Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now, or in the future, on or about the Premises.

10.02 Tenant, at its expense, shall maintain and keep the Premises, including, but not limited to, all current and future parking areas, pathways, and/or walkways adjacent to or leading to or from any structure and/or Improvements which may be constructed on the Premises, and any and all sidewalks surrounding the Premises, free from debris.

10.03 With regard to the general maintenance and occupancy of the Premises, Tenant will, at its expense: (a) maintain the Premises in a clean, orderly and safe condition and free of rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all pre-construction, and construction activities, and/or mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners or occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which relates to the Tenant's occupancy on the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit health organizations. Further, should the Tenant fail to properly maintain the Premises, the Landlord may elect to clean, remove any trash or rubbish, or otherwise maintain the Premises. Should the Landlord elect to clean, remove any trash or rubbish or otherwise maintain the Premises, the Landlord shall invoice the Tenant the amount of the cost

associated with such maintenance, which cost shall be deemed as rent under this Lease.

10.04 Any damage or injury sustained by any person due to the work of the Tenant or any of its agents or contractors, or due to the poor maintenance of any mechanical equipment, and/or because of the operation or existence of any mechanical, electrical, plumbing or other equipment or the installation of such, shall be the sole responsibility of Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, causes of action, damages and liability in connection therewith, including, but not limited to reasonable attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

ARTICLE 11
DESTRUCTION OF STRUCTURES AND IMPROVEMENTS

11.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises and/or any structure(s) and/or Improvements on or about the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief or criminal acts thereto. After the fortieth (40th) year of this Lease, from the Execution Date, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or any structure or any of the Improvements on or about the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or structure(s).

11.02 In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered unfit for the intended purpose of Tenant, the Tenant may cancel this Lease but only after entering into an agreement with the Landlord regarding the cost to immediately repair any damage and/or remove any trash and/or debris. If the Premises is partially damaged, but the Premises is not rendered unusable for the purposes of this Lease, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage to the Premises shall

be so extensive as to render it unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that Premises and/or a nearby structure(s) or Improvement(s) is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s), the Tenant shall be solely liable and responsible to immediately repair and/or compensate the Landlord and/or any subsequent owner for such damage or loss.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.01 Subject to the provisions of Article 30 herein, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease, for the term hereof, without first obtaining the written consent of Landlord, through its Board of County Commissioners, which consent may be withheld in Landlord's sole and absolute discretion. This prohibition includes, but is not limited to: (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity, for any purpose whatsoever, that fails to meet the requirements of Section 125.38, Florida Statutes.

ARTICLE 13
NO LIABILITY FOR PERSONAL PROPERTY

13.01 All personal property placed on or moved in the Premises shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant or any owner of such personal property for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 14
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

14.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, any and all occupants, and/or the Premises.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the routine purpose of ensuring that the Premises is safe. The Landlord's right to enter the Premises to make repairs, additions, and/or alterations, shall exist only after the Landlord has provided the Tenant with thirty (30) days advance notice of any such desire to enter the Premises to make such repairs, additions, and/or alterations, except that the Landlord, without prior notice to the Tenant, shall always be permitted to enter the Premises and make it safe in the event of an emergency, as solely determined by the Landlord.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Lease, Landlord covenants and agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Tenant agrees to surrender to Landlord, upon the Expiration Date, or any extension or renewal thereof, the Premises in as good condition as the Premises was at the beginning of the term of this Lease, ordinary wear and tear excepted. In addition, upon the Expiration Date, or upon the expiration date of any extension thereof, or upon any early termination or cancellation of this Lease, any structures and/or Improvements constructed on the Premises shall remain on the Premises, and shall become the sole property of the Landlord, without any payment or obligation to Tenant.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection

required by this Lease, or otherwise provided or secured by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of Florida Statutes, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

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

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.

2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days or more.

3) Assignment of Lease by Tenant for the benefit of creditors.

4) Failure of Tenant to maintain its not-for-profit tax status.

5) Failure to timely meet any of the requirements of Section 6.02.

B. Termination after ten (10) calendar days written notice by the Landlord to Tenant for doing any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after thirty (30) calendar days written notice to Tenant for the reason(s) as set forth below:

1) Non-performance of any covenant of this Lease, other than non-payment of rent and other matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice.

2) Event of default under the Funding Agreement and/or the Escrow Agreement, and failure of the Tenant to remedy such breach within the cure period required in the Funding Agreement or the Escrow Agreement, as the case may be.

D. The Tenant agrees that under no circumstances shall the Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

21.02 **TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Lease on any date prior to the Commencement Date for any reason whatsoever, upon ten (10) calendar days' notice to the Landlord; or after the Commencement Date, but only within ninety (90) calendar days of the Commencement Date, by giving the Landlord at least ten (10) days prior written notice after it has received notification that the cost to remediate any existing environmental contamination or condition on or about the Premises is too costly for the Project. Should Tenant elect to terminate this Lease, Tenant shall remain fully responsible for any and all costs, fees, expenses, and/or invoices incurred up to the termination date stated in its written notice to the Landlord.

ARTICLE 22
NOTICES

22.01 Notices provided herein in this paragraph shall include all notices required in this Lease or required by law. Any notice or other communication given or made pursuant to this Lease shall be in writing and shall be deemed given if: (i) delivered personally or by courier; (ii) sent by certified mail, return receipt requested, with all postage pre-paid; or (iii) sent by a nationally recognized overnight delivery service (such as FedEx or DHL) and addressed to a party at its respective address as set forth below (or at such other address as shall be specified, in writing, by a party, from time to time):

If to Landlord:
MIAMI-DADE COUNTY
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907
Attention: Director

with a copy to:
County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

If to Tenant:
Jessie Trice Community Health Center, Inc.
5607 N.W. 27th Avenue

Miami, Florida 33142

with a copy to: Lynn Solomon, Esquire
Lynn Solomon, P.A.
Clear Lake Plaza, Suite 605
500 Australian Avenue South
West Palm Beach, Florida 33401

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, or delivery to overnight courier or express delivery service, and shall be deemed to have been received upon receipt or refusal thereof. For the sake of convenience and rapidity of transmission, copies of notices may be sent by electronic or facsimile transmission, but such transmissions alone, or together, shall not be deemed to satisfy the notice requirements of this Lease absent a written acknowledgement by the other party of actual receipt or the giving of notice by one of the other means as stated above.

ARTICLE 23
INSURANCE

23.01 Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 per occurrence for Bodily Injury and Property Damage combined. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

23.02 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 A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Tenant covenants and agrees that during the term of this Lease, Tenant will, at its sole cost and expense, obtain any and all necessary governmental permits, licenses and approvals, and that all uses of the Premises will be in complete conformance with all applicable laws, ordinances, codes, rules, regulations, including all applicable zoning regulations.

24.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Lease.

24.03 County as Sovereign

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or

future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises and/or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease or any other document relating to this matter, including any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation of the Landlord including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Regulatory and Economic Resources ("RER") Department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy (including temporary certificate of occupancy) will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

ARTICLE 25
OWERNSHIP OF ABANDONED PERSONAL PROPERTY

25.01 At the expiration or early termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises. Upon expiration or termination of this Lease, the Tenant, with

the Landlord's permission, shall promptly remove its personal property and the personal property of its employees, agents, and contractors. Should Tenant fail to remove its personal property, and/or the personal property of others within thirty (30) days, the Tenant agrees that said personal property shall be deemed abandoned and the Landlord may dispose of the personal property in the manner it elects, without any compensation, remuneration or reimbursement to the Tenant or any other owner or person with an interest in such personal property.

ARTICLE 26
EMINENT DOMAIN

26.01 The word "Taking" in this Lease shall mean any taking of the title to, access to, or use of the Premises or any portion thereof by any governmental authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary.

26.02 Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

26.03 The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (i) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work (assuming such fees and costs are not compensated by the condemning authority), (ii) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (iii) any

outstanding amounts which represent unpaid loans used for the construction of any structures and/or Improvements on the Premises. With respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate Awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Premises is not limited to the land encumbered by this Lease, but also the reversionary interest in the Premises upon expiration of the term and the structure(s) and Improvements thereon.

26.04 In the event of a permanent Taking of the fee simple interest or title of the Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the A ward shall be paid to Landlord, and such payment shall be allocated to complete any unfinished work by Tenant or fulfill any unfulfilled obligations.

26.05 If, in the event of a partial Taking of less than the entire Premises, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking, in which case Tenant shall pay and shall satisfy all Rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and

thereupon this Lease and the term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the leasehold interest not taken shall be sold in accordance with applicable Law, and the proceeds of the sale shall be combined with the Award given for the partial Taking with the entire amount then being distributed as if a total Taking had occurred. Landlord shall have the first option to purchase Tenant's remaining leasehold interest under this Lease, which purchase price for the Premises shall be calculated by taking the amount of the annual rent and multiplying it by the number of years remaining in this Lease. The purchase price for any and all structures and Improvements shall be arrived at by the Landlord securing an appraisal, and the amount of any grant given to the Tenant by the Landlord deducted from the amount of the appraisal. The remaining amount from the appraised value shall serve as the purchase price; and should, for any reason, the Tenant disagree with the value attributed by the appraisal for any and all structures and Improvements, then the Landlord shall secure three (3) separate appraisals, and the median appraisal (the middle, not the average amount of the three (3) appraisals) shall set the initial value for the structures and any Improvements on or about the Premises, and the amount of any grant given to the Tenant by the Landlord shall be deducted from the initial appraised value to establish the purchase price for the structures and Improvements on the Premises.

ARTICLE 27
FORCE MAJEURE

27.01 Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include,

without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord. However, in order for the Tenant to claim or otherwise take advantage of *force majeure*, the Tenant must first notify the Landlord in writing of the event, and then secure from the Landlord a written acknowledgement that the Landlord recognizes the existence of an event of *force majeure,* which acknowledgment shall not be unreasonably withheld. Further, the Tenant shall only be entitled an extension of time, equal to the exact same period of the *force majeure* delay to complete its duty to perform under the terms and conditions of this Lease.

ARTICLE 28
WAIVER

28.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent if such obligations are stipulated herein) shall be deemed to be other than on account of the earliest amount of rent due and owing to the Landlord; and likewise neither shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction, and the Landlord may accept such check or

payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed, or to pursue any other remedy provided in this Lease or at law. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail comply with the terms and/or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), and if such violation or failure continues for a period of thirty (30) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Should Tenant elect or fail to perform or observe any covenant or condition of this Lease (other than a default involving the payment of rent, or a default resulting in automatic termination of this Lease), which default has not been cured within thirty (30) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) calendar day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) calendar day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Lease, then the Landlord shall be permitted to terminate this Lease, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Lease, Landlord shall be permitted to immediately take possession of the Premises. It shall be the Landlord's determination as to whether or not the Tenant has either vacated or abandon the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, in accordance with any lawful process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than Five Thousand ($5,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including reasonable attorneys' fees, and any costs incurred by the Landlord to restore the Premises to good condition; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

29.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of

Florida, and shall be immediately payable by Tenant to Landlord.

29.06 Notwithstanding the provisions of clause 29.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.07 If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.08 In addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all actual damages, costs and expenses arising from Tenant committing an event of default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels.

29.09 All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

29.10 The provisions of this Article 29 shall survive any termination of this Lease.

ARTICLE 30

RIGHT TO MORTGAGE LEASEHOLD INTEREST

All Sections of Article 30 shall survive the expiration and/or early termination of this Lease.

30.01 Right to Mortgage Leasehold. Notwithstanding the provisions in Article 12 prohibiting Assignments and Subleases without approval of the Board of County Commissioners, the Tenant shall have the right to obtain a leasehold mortgage with respect to the Property after obtaining written approval by the Mayor or the Mayor's designee which shall be in his or her sole discretion. In no event may the amount of the leasehold mortgage exceed $3,000,000.00. Such leasehold mortgage must be expressly subject to the terms and conditions of this Lease, including but not limited to the Restrictions on the Permitted Use of the Property solely as a Health Center, the Tenant's maintenance of its Internal Revenue Status as a 501(c)(3) corporation, and the Tenant's maintenance of a non-profit corporation status. The leasehold mortgage shall be inferior and subject to the prior right title and interest of the Landlord, as well as the County's right of termination. The granting of a mortgage against all or part of the leasehold estate in the Premises shall not operate to make the lender thereunder liable for performance of any of the covenants or obligations of Tenant under this Lease except in the case of a lender which 1) has purported to exercise or enjoy any right or interest in the Property, 2) has foreclosed upon such interest, or 3) or which has initiated a foreclosure action, (which interests shall in all cases be subject to the terms of this Lease including but not limited to the restriction of solely operating the Property as a Health Center and the non-profit status of the Tenant in occupancy). Landlord shall in all cases and at all times have the right to enforce the Lease obligations and Restrictions, including but not limited to such obligations accruing prior to such period of ownership, occupancy or possession.

30.02 Notice to Landlord of Mortgage. Tenant shall provide Landlord with a written notice of any Leasehold Mortgage, specifying the interest of such lender and/or holder and the name and address of such holder and/or lender of a Leasehold Mortgage (hereinafter "Leasehold Mortgagee") to which notices shall be sent. Within thirty (30) days of such mortgage being recorded, Tenant shall furnish Landlord with such Notice and a copy of each such recorded mortgage along with any related promissory notes and loan documents.

30.03 Notices to Leasehold Mortgagee. Landlord agrees to provide Leasehold Mortgagee a copy of any notice of default under Article 21, or notice of failure to cure a default under Article 29, provided the Tenant shall have fully and properly complied with Article 30.02. However, failure to so provide a copy to the Leasehold Mortgagee shall not affect the validity of any notice of default provided to the Tenant. Only Leasehold Mortgagees holding timely, properly recorded Leasehold Mortgages in compliance with the requirements of this Lease shall be entitled to receive Notice under this section, and the other specified rights in this Lease.

31.04 Right to Cure Default of Tenant.

In addition to any rights the Leasehold Mortgagee may have by virtue of Article 30 herein, within sixty (60) days after the mailing of any notice of default or termination or such later date of thirty (30) days following the expiration of any cure period afforded Tenant (hereinafter the "Mortgagee Cure Period"), such Leasehold Mortgagee shall have the right to cure the default to the satisfaction of Landlord in its sole and absolute discretion, including payment of all monies due and payable by Tenant hereunder, in addition to all expenses, costs and fees, including reasonable attorneys' fees, incurred by Landlord in preparation for and in connection with terminating this Lease and in acquiring possession of the Premises. At the expiration of the Mortgagee Cure Period, the Landlord shall provide written notice to Tenant and the Leasehold

Mortgagee as to whether, in Landlord's sole and absolute discretion, such defaults have been cured or if the Lease has been terminated. The Leasehold Mortgagee and the Tenant shall have no right to challenge the determination of the Landlord as to whether the default has been cured by the Leasehold Mortgagee.

30.05 Estoppel Certificates from Landlord. Upon request of Tenant or any Leasehold Mortgagee, Landlord agrees to give such requesting party an estoppel certificate in accordance with this Article 30. Landlord agrees at any time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, to furnish a statement in writing, in substantially the form attached hereto as "Exhibit E" setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which rents, payments and other monies have been paid; stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section may be relied upon by any permitted assignee, transferee or purchaser of Tenant's interest in this Lease, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

30.06 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Premises to any lien or encumbrance of any Leasehold Mortgagee. No Leasehold Mortgagee may impose any lien or encumbrance upon the Landlord's fee simple interest in the Premises.

ARTICLE 31
ADDITIONAL PROVISIONS

31.01 Non-Discrimination.

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

a.) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, disability, place of birth, or national origin. The Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: Employment; upgrading; transfer; demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by Miami-Dade County setting forth the provisions of this Equal Opportunity clause. Tenant will comply with all of the following statutes, rules, regulations and orders to the extent that these are made applicable by virtue of the Tenant's occupancy of the Premises and/or any grant that the Tenant receives from the Landlord for the Project.

31.02 Tenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, in the use of the Premises, and the construction and future operation of a Health Center thereon, and maintenance of any such buildings or structure(s) and/or Improvements that are constructed on or about the Premises.

31.03 Notification of any injury on the Premises. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises, due to any cause that might give rise to claims of liability for or to the Landlord, for personal injury or wrongful death. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, due to any cause that might give rise to liability for or to the Landlord, for personal injury or wrongful death, in addition to any other requirement(s) regarding notice under this Lease, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Lease.

31.04 Security. The Tenant, as mentioned above in Section 14.01 of this Lease, is solely responsible for securing and maintaining its own security in and around, and for, the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, licensees, guests, employees, staff, management, occupants, and/or anyone else, and/or the personal property

belonging to any of the foregoing, and/or the Premises, then it is understood and agreed that Tenant shall, at its sole cost and expense, hire and maintain such security. The Tenant further acknowledges and agrees that the Landlord is not expected to supply, or otherwise provide, any security staff and/or security equipment to, on, or about the Premises which would be designed to prevent or deter vandalism, theft, burglary, and/or any other type of criminal activity or any other type of incident.

ARTICLE 32
GOVERNING LAW

32.01 This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall be in Miami-Dade County, Florida.

ARTICLE 33
WRITTEN AGREEMENT

33.01 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.

33.02 Each signatory of this Lease represents hereby that he or she has the authority to execute, bind and deliver the same on behalf of the party hereto for which such signatory is acting.

33.03 Each party has participated fully in the negotiation and preparation of this Lease with full benefit of counsel. This Lease was negotiated and drafted at arms-length so that

the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease. Accordingly, this Lease shall not be more strictly construed against either party.

33.04 Severability. If any provision of this Lease or the application thereof to any person, entity, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to such persons, entities, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid, and be enforceable to the fullest extent permitted by law.

33.05 Captions. The article headings and captions of this Lease and the Table of Contents preceding this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

33.06 Holidays. It is hereby agreed and declared that whenever the day upon which a payment is due, or any obligation to be performed falls on a day which is a legal holiday for Miami-Dade County, or on a Saturday or Sunday, then such payment date or due date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean business days, unless otherwise described in the Lease.

33.07 Exhibits. Each exhibit referred to in this Lease is incorporated herein by reference. The exhibits, even if not physically attached, shall be treated as if they are part of this Lease.

33.08 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker, agent, or other person, or entity is entitled to claim a commission as a result of the execution and delivery of this Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

_____
Witness/Attest:

By:_____

Name:_____

_____
Witness/Attest:

Title:_____

Date signed: _____

Tenant:

JESSIE TRICE COMMUNITY

HEALTH CENTER, INC.
a Florida not-for-profit corporation

_____
Witness/Attest:

By: _____

_____
Witness/Attest:

Name:_____

Title:_____

EXHIBIT A
MAP OF PREMISES

NW 133rd St
NW 5th Ave
Jesse Trice Community Health Center
NW 131st St
Google earth
© 2013 Google
Google earth
feet
700
meters
200

346

EXHIBIT B
DEVELOPMENT CONCEPT

"Realize Good Health through Quality Care"

Project Concept Overview

In order to increase access to comprehensive services for families and seniors in the Miami-Gardens community, JTCHC is introducing a brand new facility – JESSIE TRICE AT MIAMI GARDENS – COMMUNITY HEALTH AND WELLNESS CENTER. This new center will be approximately 8,500 SF, located inside Miami Gardens.

The Jessie Trice Community Health Care Center, Inc is a Florida not for profit, Federally Qualified Health Center, which has been servicing Miami-Dade County since 1967. JTCHC provides high quality primary care, dentistry and behavioral health services to Miami-Dade's most vulnerable residents, regardless of ethnicity, immigration status, or ability to pay. JTCHC was one of the first federally qualified health centers in the United States, and first in the state of Florida. The organization was accredited by The Joint Commission in 1999 for ambulatory and behavioral health care services. In 2011, JTCHC was certified by The Joint Commission as a Primary Care Medical Home. In 2012,the agency received NCQA Primary Care Medical Home status. The Staff consist of multi-lingual, multi-cultural, and multi-disciplinary of approximately 260. The staff serves a very diverse population of 34,000 clients who make over 140,000 visits annually. Currently, JTCHC provides comprehensive primary healthcare in central and northern Miami- Dade County. The service areas include; Hialeah, Central and Northern Miami-Dade with 7 comprehensive sites, 23 school-based sites, and one 24 hour Women's Substance Abuse Treatment Residential Center. Services include: General medicine, dentistry, pediatrics, obstetrics & gynecology, mental health, substance abuse, HIV services and other social services. This new project will be JTCHC's 8th comprehensive medical facility.

The Jessie Trice at Miami Gardens Community Health and Wellness Center will be approximately 8,500 SF one story building housing (4) separated clinics

(1) Primary Care for Adults (4 exam rooms)
(2) Pediatric Services (4 exam rooms)
(3) Dental Center (4 Operatories)
(4) IOB/GYN (4 exam rooms)

All four (4) clinics will operate independently with their own entrances, waiting areas and registration desks. However, they will share common areas.. The common areas will include Laboratory services, administrative offices, employee lounge, electrical/mechanical, generator and storage rooms.

Cost effective energy conserving features will be incorporated into the design of the facility, which includes an efficient HVAC system and lighting package with an energy management system. The most cost efficient method of construction that provides the most value is recommended. New lavatories will be outfitted with fixtures that will conserve water usage. All medical equipment purchased will be evaluated and preference given to items with energy star ratings or other designations denoting compliance with green practices. Earthwork and demolition materials removed from the site will be disposed of in a manner that is consistent with EPA regulations.

The Project Budget is 3 million, inclusive of FFE. The funding for this project was procured through Miami-Dade County General Obligation Bonds (GOB) funds and via the State of Florida Low Income Pool (LIP) grant.

EXHIBIT C
FUNDING AGREEMENT

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("JTCHC") is entered into this _____ day of _____, 2013.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, pursuant to Resolution No. R-855-08 this Board previously allocated $4,000,000 million from BBC Program Project No. 305 to JTCHC (the "Funding Allocation") to be used to fund expansion of existing space as well as construction of new clinical space; and

WHEREAS, to date JTCHC has expended $2,700,000 of the Funding Allocation, such that $1,300,000 of the Funding Allocation remains unexpended (the "Remaining Allocation"; and

WHEREAS, JTCHC will construct a new clinic facility located at on a two-acre parcel of land currently owned by the County and leased to JTCHC pursuant to a Lease Agreement between the County and JTCHCH, a copy of which is attached hereto as Attachment "A" (the "Lease") and incorporated in this Agreement by this reference (the "Property"); and

WHEREAS, the Property is located at N.W. 183rd Street and N.W. 37th Avenue (Douglas Road), in the City of Miami Gardens, Florida (Folio No.: 34-2108-007-0011); and

WHEREAS, the new health care facility is approximately 8,500 to 9,000 square feet in size, is designed to provide and will provide primary health care and dentistry services to area residents, irrespective of ethnicity, immigration status, or ability to pay, and will, at a minimum, consist of four (4) separate clinics (1. Primary care facility; 2. Pediatric services (with 4 exam rooms); 3. Dental center; and 4. Laboratory and behavioral services) all as more specifically described in Exhibit 1 to this Agreement (the "Project" or "New Clinic"); and

WHEREAS, in order to raise additional funds needed to construct the New Clinic, JTCHC submitted a low income pool application to the State of Florida (the "State") for

the receipt of Low Income Pool grant funds ("LIP Grant Funds"), a copy of which is attached as Attachment "B" to this Agreement (the "Grant Application") and incorporated in this Agreement by this reference; and

WHEREAS, the State's allocation from LIP Grant Funds to fund the Project requires a local match by the County equal to $1,300,000 (the "Local Match"), which, subject to award of LIP Grant Funds to JTCHC for the Project, the County has agreed to provide to the State as a grant which will be funded from a portion of the $4,000,000 previously allocated from the BBC Program Project No. 305 to JTCHC; and

WHEREAS, subject to award of LIP Grant Funds to JTCHC for the Project, the Remaining Allocation shall be disbursed to the State as the Local Match for LIP Grant Funds (the "State Funding Cycle Allocation"); and

WHEREAS, subject to satisfaction of certain conditions precedent, the County and the State will enter into a Letter Agreement whereby the State has agreed that the State Funding Cycle Allocation shall be used solely to fund capital improvements at the New Clinic, all as more particularly described in the Letter Agreement, a copy of which is attached hereto as Attachment "C" to this Agreement (the "Letter Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, pursuant to the Letter Agreement, the State will transfer an amount equal to no less than $1,300,000 to JTCHC and, pursuant to the terms of this Agreement, JTCHC has agreed to immediately deposit such amount into the escrow deposit account specified herein and established pursuant to the terms of the Escrow Deposit Agreement by and among the County, JTCHC and TD Bank, N.A. dated _____ (the "Escrow Account"); and

WHEREAS, disbursements from the Escrow Account will be governed by the terms of this Agreement and the escrow deposit agreement by and among JTCHC, the County and TD Bank, N.A., a copy of which is attached as Attachment "D" to this Agreement (the "Escrow Deposit Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, the Project is estimated to cost $3,075,467 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC GOB Program bond proceeds and the execution of subsequent agreement(s) between the County and JTCHC; and

WHEREAS, as consideration for, among other things, the County's agreement to lease the Property, provide the Local Match, JTCHC has agreed to enter into and abide by the terms of the Escrow Deposit Agreement and this Agreement and comply with all applicable BBC Program's Administrative Rules, which are attached as Attachment "E" (the "BBC GOB Administrative Rules") and incorporated in this Agreement by this reference, as if JTCHC had received the State Funding Cycle Allocation directly; and

WHEREAS, the County and the Board of Directors of the JTCHC have authorized, by resolution, their respective representatives to enter into this Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are JTCHC and the County. The County has delegated the responsibility of administering this Funding Agreement to the County Mayor or the County Mayor's designee, who shall be referred to herein as the "County Mayor."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Allocation and Payment Schedule:** A Project funding plan identifying the State Funding Cycle Allocation to be funded by the County solely from BBC Program bond proceeds, the costs to be funded by JTCHC through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation, and the amount funded to date, if any, is attached as Exhibit 1. The County agrees to provide solely from the BBC Program bond proceeds for the State Funding Cycle Allocation an amount equal to $1,300,000. This amount represents a portion of the amount necessary to complete the Project.

It is anticipated that, in accordance with the terms of the Letter Agreement, the State will remit to JTCHC an amount equal to $1,300,000 no later than June 15, 2013 for the sole purpose of funding the Project. JTCHC agrees that it shall deposit $1,300,000 in the Escrow Account immediately upon receipt of such amount from the State and that the amounts on deposit in such Escrow Account shall be subject to disbursement in accordance with the terms of this Agreement and the Escrow Deposit Agreement.

The County's obligation to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures shall be provided in accordance with the BBC GOB Administrative Rules. JTCHC agrees that the County's authorized signatory for purposes of the Escrow Deposit Agreement will only authorize disbursement of funds from the Escrow Account after JTCHC's satisfaction of all of the reimbursement requirements set forth in this Agreement and the BBC GOB Administrative Rules, including, but not limited to, the provisions of Article III, Section 1 applicable to the Project. Miami-Dade County shall only be obligated to authorize disbursement of funds from the Escrow Account for the reimbursement of Project expenditures provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project. JTCHC shall be solely responsible for submitting all documentation, as required by this Agreement and by the BBC GOB Administrative Rules, to the County Mayor.

Pursuant to the Escrow Deposit Agreement, interest earned on the funds on deposit in the Escrow Account shall be paid to the County after all of the State Funding Cycle Allocation has been disbursed.

Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the State Funding Cycle Allocation. Cost overruns are the sole responsibility of JTCHC.

Section 3. **Project Description:** JTCHC may only use the amounts on deposit in the Escrow Account for the purpose of constructing and/or equipping the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Project must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least twenty-five (25) years from the completion of the Project, JTCHC shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. JTCHC agrees to: a) maintain the Project; b) keep the Project open to all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project.

If JTCHC wishes to revise the Project for the purpose of completing the Project and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 4. **Project Budget:** JTCHC agrees to demonstrate fiscal stability and the ability to administer the Remaining Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. The Project budget is attached as Exhibit 1. Further, JTCHC agrees that all expenditures will be subject to the terms of this Agreement. If JTCHC wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions do not substantially alter the original Project but still comport with the terms of the Letter Agreement, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 5. **[INTENTIONALLY OMITTED]**

Section 6. **Report Deadline:** To demonstrate that the funds disbursed from the Escrow Account have been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that JTCHC has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to the State Funding Cycle Allocation award, JTCHC must submit to the County Mayor, a written report documenting that JTCHC is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. JTCHC shall also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that JTCHC is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and accounting for

the expenditure of funds reimbursed from funds on deposit in the Escrow Account be prepared by an independent certified public accountant at the expense of JTCHC.

The County Mayor must approve these reports for the JTCHC to be deemed to have met all conditions of disbursement of amounts on deposit in the Escrow Account.

Section 7. **Program Monitoring and Evaluation:** The County Mayor may monitor and conduct an evaluation of JTCHC's operations and the Project, which may include visits by County representatives to: observe the Project or JTCHC's programs, procedures, and operations; discuss JTCHC's programs with JTCHC's personnel; and/or evaluate the public impact of the Project. Upon request, JTCHC shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that JTCHC is not in compliance with the terms of this Agreement or the BBC GOB Administrative Rules or for other reasons which significantly impact on JTCHC's ability to fulfill the conditions of this Agreement, then the County Mayor must provide in writing to JTCHC, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on JTCHC's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If JTCHC refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his discretion, may take other actions which may include disapproval of disbursement requests from the Escrow Account until such time as JTCHC can demonstrate that such issues have been corrected. Further, in the event that JTCHC does not expend the disbursements from the Escrow Account for the Project or uses any portion of the disbursements from the Escrow Account for costs not associated with the Project and JTCHC refuses or is unable to address the areas of concern, then the County Mayor may also institute a moratorium on applications from JTCHC to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

If the Project involves construction work, JTCHC shall: notify the County Mayor of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Mayor all plans and specifications and receive the approval of the County Mayor prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Bank Accounts and Bonding:** JTCHC shall disclose in writing, the identity and title of individuals whom JTCHC authorizes to withdraw funds from the Escrow Account. The Escrow Account must be segregated from other accounts maintained by or for JTCHC. All persons authorized to withdraw funds from the Escrow Account must be bonded by a reputable licensed firm.

Section 9. **Accounting, Financial Review, Access to Records and Audits:** JTCHC shall maintain accurate and complete books and records for all receipts and expenditures of any amounts disbursed from the Escrow Account and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made

in conjunction with or reimbursed from funds disbursed from the Escrow Account, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by JTCHC for at least three (3) years after the termination or expiration of this Agreement.

The County Mayor may examine these books, records and documents at JTCHC's offices or other approved site under the direct control and supervision of JTCHC during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of JTCHC, whether or not purported to be related to this Agreement.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with the amounts disbursed from the Escrow Account.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of JTCHC and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to JTCHC (and any affected contractor and materialman) from OIG, JTCHC (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to JTCHC, its contractors and their respective officers, agents and employees. JTCHC shall incorporate the provisions in this section

in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from JTCHC, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of JTCHC.

Section 10. **Publicity and Credits:** JTCHC must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. **Naming Rights, Publicity and Advertisements:** It is understood and agreed between the parties hereto that the Project is funded by Miami-Dade County. Further, JTCHC agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. JTCHC shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. JTCHC shall submit sample of mock up of such publicity or materials to the County for review and approval. JTCHC shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is a funding source.

Section 12. **Relationship of the Parties, Liability and Indemnification:** It is expressly understood and intended that JTCHC is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County department administering this Agreement. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that JTCHC, its officers, agents and employees are independent contractors and solely responsible for the Project.

JTCHC shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the department administering this Agreement, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers'

compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

JTCHC agrees to be responsible for all work performed and all expenses incurred in connection with the Project. JTCHC may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by JTCHC that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that JTCHC shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

Section 13. **Assignment:** JTCHC is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of JTCHC hereunder and JTCHC agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes

disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

JTCHC shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

JTCHC covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of JTCHC and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of the Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

JTCHC shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

JTCHC has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by JTCHC:

(1) If JTCHC uses the amounts disbursed from the Escrow Account for costs not associated with the Project (i.e., ineligible costs), and JTCHC fails to cure its default within thirty (30) days after written notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(2) If JTCHC shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and 15(a)(3) and JTCHC fails to cure its default within thirty (30) days after written

notice of the default is given to JTCHC by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice JTCHC commences diligently and thereafter continues to cure.

(3) If JTCHC fails to deposit $1,300,000 in the Escrow Account immediately upon receipt of such funds from the State, and JTCHC fails to cure its default within three business (3) days after written notice of the default is given to JTCHC by the County.

(4) Any violation by JTCHC of the terms and provisions of the Lease, and JTCHC fails to cure such default within the cure period for such violation set forth in the Lease.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by JTCHC; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(2) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(3) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 15(d)(1) above or 15(d)(4) below, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement;

provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(4) Notwithstanding anything herein to the contrary, in the event that the Lease is terminated in accordance with the provisions of Section 4.05 or Section 21.02 of the Lease, the County shall have the right to terminate this Agreement in accordance with the provisions contained herein.

In the event this Agreement is terminated because of JTCHC's breach of this Agreement, JTCHC will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date JTCHC receives the notice in writing of the breach of this Agreement. Further, JTCHC will be obligated to immediately upon receipt of written direction from the County deposit in the Escrow Account, or a successor account established under the same terms as the Escrow Account, an amount equal to all unauthorized expenditures discovered after the expiration or termination of this Agreement or an amount equal to all lost or stolen Escrow Account funds.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

County Mayor
Miami-Dade County
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Tel. (305) 375-5311
Fax. (305) 375-1262

JTCHC:

Annie R. Neasman RN, MS
President & CEO
Jessie Trice Community Health Care Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, Florida 33142
Tel. (305)805-1700
Fax. (305) 805-1715

With a copy to:
Director
Office of Management & Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Tel. (305) 375-2504
Fax. (305) 375-5168

And

Executive Director
Office of Countywide Healthcare Planning
140 West Flagler Street, Suite 1102
Miami, Florida 33130
Tel. (305) 375-5444
Fax. (305) 372-6357

Section 18. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs/Venue:** In the event that JTCHC or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and JTCHC agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Representation of JTCHC:** JTCHC represents that this Agreement has been duly authorized, executed and delivered by the governing body of JTCHC and

it has granted Annie R. Neasman, its President & CEO, the required power and authority to execute this Agreement. JTCHC agrees to a) maintain the Project for a minimum of twenty-five (25) years; b) keep the Project open safely and properly maintained for all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees. JTCHC also agrees to accept and comply with the BBC GOB Administrative Rules. JTCHC shall be solely responsible for submitting all documentation required by the BBC GOB Administrative Rules to the County Mayor.

Section 22. **Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the County Mayor the required power and authority to execute this Agreement. The County agrees to provide the State Funding Cycle Allocation to the State for the purpose of developing and improving the Project in accordance with each of the attached exhibits. Miami-Dade County shall only be obligated to authorize disbursements from the Escrow Account provided JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project.

Section 23. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. **Insurance:** JTCHC must maintain and shall furnish to the County, Office of Management and Budget, 111 NW 1st Street, Suite 2200, Miami, Florida 33128, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

Design Stage:

Professional Liability Insurance in the name of the licensed design professional for this project in an amount not less than $1,000,000 per claim.

Construction Stage:

A. Worker's Compensation Insurance for all employees of JTCHC as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction. The policy shall show Miami-Dade County as a loss payee ATIMA.

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, 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 Financial Services and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Section 25. **Special Conditions:**

(a) The Local Match was remitted to the State for the Project with the understanding that JTCHC is performing a public purpose through the programs, projects, and services recommended for support. In addition, in accordance with Section 8 of the Letter Agreement, JTCHC agrees that funding provided to JTCHC by the State shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes. Use of the $1,300,000 received by JTCHC from the State for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Agreement.

(b) In addition, JTCHC agrees that construction of the Project shall be completed no later than five years from the date of execution of the Lease, subject to extension for force majeure events as set forth in the Lease. Issuance of a temporary certificate of occupancy shall be evidence of completion of the Project.

(c) If the Lease is automatically terminated in accordance with Section 4.05 of the Lease or the Tenant terminates the Lease in accordance with Section 21.02 of the Lease, JTCHC covenants and agrees that it shall execute, no later than three (3) days from JTCHC's receipt of the County's written request, the joint written instruction form attached as Exhibit A to the Escrow

Agreement instructing the escrow agent to disburse to the County all monies on deposit in the escrow account. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

on the ____ day of _____, 2013

By: _____
Deputy Clerk

By: _____ _____
County Mayor Date

Jessie Trice Community Health Center, Inc.:

on the ____day of _____, 2013

(JTCHC's Corporate Seal)

Federal Identification # 59-1235617

By_____
(name)
(title)

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

Exhibit 1 - Project Budget and Description

Initial _____ Date 2/22/13

Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)

Jessie Trice Community Health Center, Inc.

New Jessie Trice Community Health Center, Miami Gardens

Project Number 305.1-76333

REVENUES				Milestones	EXPENSES		
FY 2012 - 2013 GOB Allocation	Future GOB Allocations	Other Funding Allocations	Total Estimated Revenues		Projected Start Date	Schedule End Date	Total Estimated Expenses
			0	Project Administration			0
		157,000	157,000	Project Administration (Non-GOB)	3/5/2013	9/1/2016	157,000
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
		96,000	96,000	Pre-design, Planning, including preliminary (Non-GOB)	3/5/2013	6/1/2014	96,000
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
		40,000	40,000	Design (Non-GOB)	6/2/2014	9/1/2014	40,000
			0	Dry run/permit			0
		20,000	20,000	Dry run/permit (Non-GOB)	9/2/2014	3/1/2015	20,000
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
1,300,000			1,300,000	Construction On Going	7/1/2016	3/1/2018	1,300,000
		1,462,467	1,462,467	Construction On Going (Non-GOB)	7/1/2016	3/1/2018	1,462,467
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
1,300,000	0	1,775,467	3,075,467	TOTALS			3,075,467

* Other Funding (List sources and amounts)

Funding Source	Amount
Low Income Pool (LIP) Match	1,775,467

Total: 1,775,467

Project Narrative/Description

Jessie Trice Community Health Center (JTCHC) will construct a new Community Health and Wellness Center on vacant land donated by the Miami Dade County that will provide comprehensive primary care services (e.g. Pediatrics, OB/GYN, General Medicine, Geriatrics and Dental) along with a Wellness Center. The new center will be located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue (Douglas Road) in the City of Miami Gardens and will replace JTCHC Norland Medical Center which is too small to meet the needs of the targeted population. Upon completion of this 8,500 - 9,000 sq. ft. project, JTCHC will provide preventative and primary services to meet the healthcare needs of the residents in Miami Gardens and North Miami-Dade County. The total cost of the project will be $3,075,467 with funding derived from multiple sources.

GOB Total Funding Allocation Narrative/Description

GOB funds will be used for the construction of a new 8,500-9,000 sq. ft. facility (Community Health and Wellness Center) which will be an increase of approx.6,200 sq. ft. compared to the existing Norland Center. The additional space will include twelve (12) patient medical examination suites and four(4) dental operatory rooms. This will be an increase over four (4) medical examination rooms and two (2) dental operatory rooms currently at the Norland Center. Norland provides services to 2,765 unduplicated patients resulting in 8,261 encounters. As a result of the additional space, we project that we will see an estimated 3,800 (37.4% increase) unduplicated patients which will result in 13,400 (62.3% increase) of patient encounters. An additional benefit of this project will be the increase in minority medical providers - two (2) Physicians and one (1) ARNP. The existing Norland center has one(1) Physician, one(1) Dentist and one(1) Registered Nurse.

GOB 2012 - 2013 Funding Allocation Narrative/Description

GOB funding will compliment other funding for the construction of a new 8,500 -9,000 sq. ft. Community Health and Wellness Center facility located at the southwest corner of N.W. 183rd Street and N.W. 37th Avenue, Miami Gardens.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

EXHIBIT D
ESCROW AGREEMENT

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2013

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2013 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida non-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2013, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $1,300,000 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility located at on a two-acre parcel of land located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL (Folio No.: 34-2108-007-0011) currently owned by the County and leased to Jessie Trice pursuant to a lease agreement by and between the County and Jessie Trice , for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $1,300,000 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS; INVESTMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $1,300,000 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Jessie Trice or the County after the initial deposit of $1,300,000 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Jessie Trice and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $1,300,000 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Jessie Trice and the County. Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Jessie Trice shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Jessie Trice shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Jessie Trice and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Jessie Trice or its own counsel, at the expense of Jessie Trice, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Jessie Trice or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions) if applicable, to Jessie Trice. Jessie Trice agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Jessie Trice, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Jessie Trice and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Jessie Trice and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Jessie Trice's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Jessie Trice's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent shall apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: _____
Annie Neasman, President

TD Bank, N.A.

By: _____
_ Vice President

Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2013 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice

By: _____
Name:
Title:

County

By: _____
Name:
Title:

EXHIBIT E
LANDLORD'S ESTOPPEL CERTIFICATE

Re: Ground Lease dated _____, 20___ (the "Lease"), by and between Miami-Dade County (hereinafter "Landlord") and the Jessie Trice Community Health Center, Inc., a Florida not-for-profit corporation (hereinafter "Tenant").

Ladies and Gentlemen:

Landlord has been advised that _____("Lender") intends to make a loan to Tenant (the "Loan") in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from Landlord. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Lease is attached to this Estoppel Certificate. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).
2. Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.
3. The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of [date]. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant's rights thereunder (except as expressed hereunder or attached hereto).
4. To Landlord's knowledge, neither Tenant nor Landlord is in default or breach under the Lease (except as expressed hereunder or attached hereto).
5. As of [date], Rent is as specified in Exhibit "A" hereto. No Rent has been paid by Tenant in advance under the Lease (except as expressed hereunder or attached hereto).
6. Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto), though this does not imply that Landlord has investigated any such condition or event..

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Certificate may be delivered by Landlord by facsimile or by electronic mail.

Dated this ___ day of _____.
Very truly yours,

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
GROUND LEASE

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EXHIBITS:

Exhibit A Map of Premises

Exhibit B Development Concept / Plans / Sketch

Exhibit C Funding Agreement

Exhibit D Escrow Agreement

Exhibit E Landlord's Estoppel Certificate (Sample)

Exhibit C
Approved Insurance Requirements

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

The Health Center shall furnish to the Internal Services Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

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 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 Financial Services and are members of the Florida Guaranty Fund.