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

MEMORANDUM

Agenda Item No. 11(A)(23)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Resolution amending Resolution No. R-191-13 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 change location of new clinic in District 1 to NW 27th Avenue and 207th Street, Miami Gardens, Florida 33130

Resolution No. R-895-15

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/smm

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Agenda Item No. 11(A)(23)

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. 11(A)(23)
10-6-15

RESOLUTION NO. R-895-15

RESOLUTION AMENDING RESOLUTION NO. R-191-13 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 CHANGE LOCATION OF NEW CLINIC IN DISTRICT 1 TO NW 27TH AVENUE AND 207TH STREET, MIAMI GARDENS, FLORIDA 33130; ACKNOWLEDGING TERMINATION OF LEASE AGREEMENT BY JTCHC; SUBJECT TO SATISFACTION OF CONDITION PRECEDENT, APPROVING AMENDMENTS TO FUNDING AGREEMENT AND ESCROW AGREEMENT IN ORDER TO CHANGE ADDRESS OF NEW CLINIC; DIRECTING MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO OBTAIN STATE'S APPROVAL OF NEW ADDRESS SUBJECT TO SATISFACTION OF CONDITION PRECEDENT; AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENTS, ANY NECESSARY DOCUMENTS WITH THE STATE, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

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, pursuant to Resolution No. R-191-13, this Board approved an amendment to Resolution No. R-855-08 so as to allow Jessie Trice to use the Remaining $1,300,000 Allocation to build a new clinic from which it will provide services to the public, including residents from Districts 1, 2 and 3 (the "New Clinic") on County-owned land located at N.W. 183rd Street and 37th Avenue in Miami Gardens, Florida ("County Land") in District 1; and

WHEREAS, pursuant to Resolution No. R-191-13, this Board also approved a Lease Agreement in order to lease the County Land to Jessie Trice, as well as a series of agreements, including a Funding Agreement with Jessie Trice, an Escrow Agreement with Jessie Trice and TD Bank, N.A., and a Letter Agreement with the State of Florida, all to allow Jessie Trice to utilize Bond Program funds as the local agency match for the State of Florida's grant to Jessie Trice of Low Income Pool Funds; and

WHEREAS, in accordance with its Lease Agreement, Jessie Trice has conducted environmental assessments of the County Land and has determined that due to the condition of the property, it would be too expensive to undertake clean-up and remediation and still have sufficient funds to construct a New Clinic in District 1; and

WHEREAS, instead, Jessie Trice and RUDG-The Commons, LLC ("Developer") have agreed, and have entered into the letter of agreement attached hereto as Exhibit "A", that Developer will transfer title of a parcel of property located at NW 27th Avenue and 207th Street, Miami Gardens, Florida 33130, that is approximately two (2) acres ("New Site") to be used for the New Clinic; and

WHEREAS, Developer is in the process of seeking site plan approval from the City of Miami Gardens for the New Site for the development of the New Clinic and anticipates receiving same by early Fall, 2015; and

WHEREAS, once the City of Miami Gardens has approved the site plan for the New Clinic at the New Site, Developer will transfer title of the New Site to Jessie Trice and will also undertake the construction of the New Clinic; and

WHEREAS, the proposed New Clinic 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, this Board acknowledges that Jessie Trice has exercised its right to terminate the Lease Agreement as evidenced by its notice attached hereto as Exhibit "B", and this Board anticipates conveying the County Land, in the future, to the City of Miami Gardens as part of a larger omnibus item addressing various matters among the City of Miami Gardens and the County, which conveyance would be presented to this Board as part of the large omnibus item at a later date for approval; and

WHEREAS, this Board desires to amend Resolution No. R-191-13 to change the address of the New Clinic from the address of the County Land to the location of the New Site; and

WHEREAS, subject to the transfer of title of the New Site to Jessie Trice by the Related Group ("Condition Precedent"), this Board desires to amend the Funding Agreement and the Escrow Agreement, in substantially the forms attached hereto, in order to change the address of the New Clinic to the location of the New Site, to direct the County Mayor or Mayor's designee to negotiate and execute with the State any necessary amendments to the Letter Agreement or obtain other evidence of the State's approval of the new address, and to authorize the County Mayor or Mayor's designee to execute same and exercise all provisions contained therein on behalf of the County,

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

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

Section 2. This Board hereby amends Resolution No. R-191-13 to change the location of the New Clinic to be built by Jessie Trice to the following location: NW 27th Avenue and 207th Street, Miami Gardens, Florida 33130, and hereby acknowledges the termination by Jessie Trice of the Lease Agreement for the County Land.

Section 3. Subject to the satisfaction of the Condition Precedent, this Board approves amendments, all in order to principally change the location of the New Clinic, to: (a) the Funding Agreement between Jessie Trice and the County, in substantially the form attached hereto as Exhibit "C" and made a part hereof; and (b) the Escrow Agreement between Jessie Trice, TD Bank, N.A. and the County, in substantially the form attached hereto as Exhibit "D" and made a part hereof.

Section 4. Subject to the satisfaction of the Condition Precedent, this Board directs the County Mayor or Mayor's designee to negotiate and execute with the State any necessary amendments to the Letter Agreement and take all actions necessary to obtain the State's approval of the new address, and authorizes the County Mayor or the County Mayor's designee to execute the amendments to the Escrow Agreement, the Funding Agreement and any other necessary documents with the State to effectuate the purposes of this resolution, and to exercise all provisions contained therein.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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. GKS for

Monica Rizo Perez

EXHIBIT A

RELATED URBAN

December 8, 2014

Annie R. Neasman, RN, MS
President and CEO
Jessie Trice Community Health Center, Inc.
5607 NW 27 Avenue
Miami, Fl. 33142

Re: Purchase of a portion of property consisting of approximately +/- 2 acres of land located NW 27th Avenue and 207th Street Miami Gardens, Florida 33130 - Folio: 34-1133-003-0130 & 34-1133-003-0110

Dear Ms. Neasman:

This letter sets forth certain proposed terms for the purchase, by Jessie Trice Community Center, Inc. or an affiliate thereof ("Purchaser") from RUDG-The Commons, LLC or an affiliate thereof ("Seller") of the fee simple interest in the above-referenced real property (the "Property") on the following general terms and conditions:

1) **Purchase Price:** The purchase price for the Property ("Purchase Price") will be Four Hundred Fifty Thousand Dollars ($450,000). The Purchaser shall obtain approval from the City of Miami Gardens to assume $450,000 of the Seller's current NSP3 loan on the Property being purchased. Any reduction in the Seller's current NSP3 loan on the Property being purchased approved by the City of Miami Gardens will be reduced from the Purchase Price.

2) **Payment Terms:**

a) Initial Deposit - An initial deposit in the amount of $5,000 ("Initial Deposit") shall be deposited with Stearns Weaver Miller et al. ("Escrow Agent") upon the execution of a mutually satisfactory purchase and sale agreement ("Purchase and Sale Agreement"). The Initial Deposit shall be fully refundable to Purchaser if, prior to the expiration of the Inspection Period (as hereinafter defined), the Purchaser advises Seller that it does not intend to complete the purchase of the Property.

b) Additional Deposit – An additional deposit in the amount of $5,000 (the "Additional Deposit") will be due at the end of the Inspection Period. The Additional Deposit, together with the Initial Deposit (the "Deposit"), will become non-refundable except as provided for in the Seller's Conditions Precedent to Closing (as herein defined).

c) The balance of the Purchase Price, less the Deposit, as adjusted for pro rations and other provisions set forth for in the Purchase and Sale Agreement, will be payable in cash at closing.

315 South Biscayne Boulevard ♦ Miami, Florida 33131 ♦ T: (305) 460-9900 ♦ F: (305) 460-9911

3) Inspection Period: Purchaser shall have a period of seventy-five (75) days following execution and delivery of the Purchase and Sale Agreement (the "Inspection Period") in which to satisfy itself that the Property, including but not limited to financial matters, marketing matters, title, survey, and environmental conditions, is acceptable to the Purchaser, in Purchaser's sole and absolute discretion. In the event that Purchaser determines that it does not wish to proceed with the acquisition of the Property prior to the end of the Inspection Period, Purchaser shall notify Seller in writing and the Initial Deposit shall be fully refundable to Purchaser within two (2) business days after Purchaser provides such written notification.

4) **Seller's Conditions Precedent to Closing:** In addition to other conditions to be agreed upon by the parties, as set forth in the Purchase and Sale Agreement, the Seller may terminate the purchase and sale agreement if any of the conditions set forth below are not met by the indicated dates Should the Seller elect to terminate the Purchase and Sale Agreement, they will notify the Purchaser in writing and the Deposit will be returned within two business days of receipt. The conditions are as follows:

   a) Prior to February 28, 2015, Seller receiving approval from the City of Miami Gardens to release Seller's current NSP3 loan on the Property being purchased.

   b) Seller delivering marketable title to the Property subject only to those title exceptions acceptable to the Purchaser, all as more specifically set forth in the Purchase and Sale Agreement.

5) **Purchaser's Conditions Precedent to Closing:** In addition to other conditions to be agreed upon by the parties, as set forth in the Purchase and Sale Agreement, the Purchaser may terminate the purchase and sale agreement if any of the conditions forth below are not met by the indicated dates Should the Purchaser elect to terminate the Purchase and Sale Agreement, they will notify the Seller in writing and the Deposit will be returned within two business days of receipt. The conditions are as follows:

   a) Prior to the expiration of the Inspection Period, Purchaser obtaining site plan approval from the City of Miami Gardens to build a new Community Health Facility which may contain a child care center, medical clinic and office space in approximately 10,000 square feet.

   b) Prior to May 30, 2015, Purchaser obtaining a permit to construct the Community Health Facility.

315 South Biscayne Boulevard ♦ Miami, Florida 33131 ♦ T: (305) 460-9900 ♦ F: (305) 460-9911

RELATED URBAN

6) **Closing Date:** The closing shall take place on or before June 15, 2015.

7) **Brokers:** The Seller and Purchaser each represent that there are no brokers involved in the transaction.

8) **Closing Costs:** The costs of the documentary stamps, transfer fees, recording taxes, and the costs of curing any title defects (if any) shall be paid by the Seller. Purchaser shall be responsible for the costs and premiums associated with obtaining an owner's (and lender's) title insurance policy, the cost of any and all costs of its inspecting engineers and other experts retained by Purchaser. Each party will be responsible for its own attorneys' fees.

9) **Property Information:** Within two (2) business days after the effective date of the Purchase and Sale Agreement, Seller shall deliver or make available to Purchaser all information in its possession and control relating to the Property, including but not limited to copy of Seller's existing title insurance policy, copy of Seller's existing survey of the Property, existing Property environmental report, leases (if any) and rent roll.

10) **Other Provisions**: The Purchase and Sale Agreement shall contain other provisions dealing with such matters as conditions for closing, delivery of possession, examination of title, warranties and representations of Seller and Purchaser, tenants and other matters typically found in transactions of this nature. Counsel for Seller shall prepare and submit to the Purchaser the Purchase and Sale Agreement.

11) **General Contractor**: Purchaser's affiliate, Fortune Construction is a licensed General Contractor. Purchaser and Seller shall attempt to structure a design build type of contract to have Fortune Construction serve as the General Contractor for the construction of the Community Health Facility. Purchaser will use its GOB Allocation towards the construction of the project.

12) **Binding Provisions:** For and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree to deal exclusively with each other for a period of fourteen (14) days following the date on which this letter is accepted by Seller, to negotiate in good faith a formal mutually satisfactory Purchase and Sale Agreement (the "Purchase and Sale Agreement") consistent with the terms outlined herein. Except for the provisions of this Paragraph 12 which are intended to be binding upon the parties, this letter is intended to be solely an expression of Purchaser's intent to purchase the Property and is subject to the execution by both parties of the Purchase and Sale Agreement acceptable to both parties. If Purchaser and Seller are not able to agree upon and execute the Purchase and Sale Agreement within fourteen (14) days after execution of this letter by both parties, then neither party will have any obligation to each other under this letter and each party will be free to act independently of the other with regard to the Property without further obligation to the other.

315 South Biscayne Boulevard ♦ Miami, Florida 33131 ♦ T: (305) 460-9900 ♦ F: (305) 460-9911

//

RELATED URBAN

This proposal will remain open until **December 16, 2014,** and if not accepted by that date, shall be deemed withdrawn. Seller's acceptance may be evidenced by Seller's signature upon a copy of this letter as provided below and returned to Purchaser.

RUDG-The Commons, LLC, a Florida limited liability company

By:_____
Alberto Milo, Jr., Senior Vice President

ACCEPTED AND AGREED:
Jessie Trice Community Health Center, Inc.
, a Florida Corporation

By: Annie R. Nearmen
Name: Annie R. Nearmen
Title:_____
Date: 2/16, 2015

#2757965 v1
30364-0000

315 South Biscayne Boulevard ♦ Miami, Florida 33131 ♦ T: (305) 460-9900 ♦ F: (305) 460-9911

EXHIBIT B

"Quality Healthcare Everyone Can Afford"

Serving the Community Since 1967

BOARD OF DIRECTORS

OFFICERS

SHERWOOD DUBOSE
Chairman

IRENE TAYLOR-WOOTEN
Vice Chairman

ANGEL D. LIGHTFOOT
Secretary

ROBERT THOMAS
Treasurer

THAMARA LABROUSSE
Member at-Large

ANNIE R. NEASMAN, MS, RN
President & CEO

BOARD MEMBERS

CARLA A. JONES, ESQ.
IVETTE KLEIN
TISHRIA MIRDINGALL
JANICE RICKETTS
PAUL ROBERTS
ISABELLA ROSETE
TERRELL WEST
DAVID WILLIAMS, JR.
LENORA YATES, ED.D.

June 16, 2015

Mr. Hose Galan, Division Director
Internal Services Department- Real Estate Division
111 N.W. 1st Street, Suite #2460
Miami, Florida 33128

RE: Termination of Ground Lease Agreement between Miami-Dade County ("Landlord") and Jessie Trice Community Health Center, Inc. ('Tenant")

Dear Mr. Galan:

Jessie Trice Community Health Center, Inc., wishes to exercise its rights to terminate the above named Ground Lease in accordance with Article 21 of the Lease Agreement dated March 21st, 2013.

Effective immediately this agreement is null and void.

If there are any questions or should you require additional information, please contact Corporate Affairs at (305) 805-1700.

Sincerely,

Annie R. Neasman, RN, MS

Annie R. Neasman, RN, MS
President and CEO

Cc: Reginald Clyne, Esq.
Fabian Thurston, Chief Operating Officer

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
(FORMERLY ECONOMIC OPPORTUNITY FAMILY HEALTH CENTER, INC.)
5607 NW 27th Avenue, Suite 1, Miami, Florida 33142
Tel: (305) 805-1700 • Fax (305) 805-1715
Email: JTCHC@HCNetwork.org
Website: www.jtchc.org

EXHIBIT C

AMENDMENT No. 1 TO FUNDING AGREEMENT
DATED MARCH 26, 2013
BETWEEN
JESSIE TRICE COMMUNITY HEALTH CENTER, INC.
AND
MIAMI-DADE COUNTY

GOB Project Number 305

THIS AMENDMENT (the "Amendment") to the Funding Agreement (hereinafter defined) 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 Jessie Trice Community Health Center, Inc. a Florida nonprofit corporation (the "JTCHC") is entered into this _____ day of _____, 2015.

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

Section 1. Pursuant to Resolution No. R-191-13, the County approved, via its Board of County Commissioners, and thereafter executed, a Funding Agreement with JTCHC dated March 26, 2013 providing for the construction by JTCHC of a new health care clinic facility approximately 8,500 to 9,000 square feet in size which would provide primary health care and dentistry services to area residents irrespective of ethnicity, immigration status, or ability to pay, and to consist, at a minimum of four separate clinics, primary care facility, pediatric services with four exam rooms, dental center, and laboratory and behavioral services ("Project"). The County agreed to provide, subject to the limitations and provisions of the Funding Agreement, funding for the Project in an amount of $1,300,000. The Funding Agreement stated that the Project was to be located at N.W. 183rd Street and N.W. 37th Avenue, Miami Gardens, Florida (Folio No.: 34-2108-007-0011) and that it would be completed

Section 2. To the extent that the terms and provisions of the Grant are not expressly amended herein, such other terms and provisions shall be deemed in full force and effect, except that in the event of a conflict between the Grant and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have the respective meanings ascribed to them in the Grant.

Section 3. The fifth and sixth "Whereas" recital clauses in the Funding Agreement are hereby deleted and replaced with the following:

WHEREAS, JTCHC will construct a new clinic facility located on a two-acre parcel of land owned by JTCHC and located at NW 27th Avenue and 207th Street, Miami Gardens, Florida 33056.

Section 4. Attachment "C" to the Funding Agreement is to be modified to include the Amendment to the Letter Agreement attached hereto as Attachment 1; Attachment "D" to the Funding Agreement is to be modified to include the Amendment to the Escrow Agreement attached hereto as Attachment 2, and Exhibit 1 to the Funding Agreement is to be replaced with the Exhibit 1 attached hereto as Attachment 3.

Section 5. Section 5 of the Funding Agreement wherein it says [INTENTIONALLY OMMITTED] is amended so as to now read as follows:

> **Expenditure Deadline:** JTCHC shall spend or commit all of the Remaining Allocation and matching funds on or before December 31, 2019 (the "Expenditure Deadline"). Any Remaining Allocation funds not spent or committed by the Expenditure Deadline or for which a Project extension has not been requested shall be returned to the County. A Project extension may be requested in writing from the County Mayor or Mayor's designee at least thirty (30) business days prior to the Expenditure Deadline. The County Mayor or Mayor's designee, in his/her discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not significantly alter the Project including its quality, impact, or benefit to the organization, the County or its citizens. Additional extensions may be authorized by the County Mayor or Mayor's designee if JTCHC can document in a written request sufficient Project progress and cause for such an extension to be warranted.
>
> **All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this agreement are posted on the County's website: "miamidade.gov".**

Section 6. Section 15(a)(4), Section 15(d)(4), Section 25(b), and Section 25(c) of the Funding Agreement are deleted in their entirety and a new Section 25(b) shall be inserted to read as follows:

> (b) If JTCHC fails to complete the Project within the deadlines set forth in Section 5 of this Funding Agreement or within any applicable cure periods following a notice of default, and no extension is requested and/or granted, then JTCHC covenants and agrees that it shall execute, no later than three (3) days after 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 the termination of this Funding Agreement.

Section 7. The Funding Agreement, as amended by this Amendment, along with the Escrow Agreement (as amended) and the Letter Agreement (as amended), constitute the only agreements of the parties as related to the Building Better Communities General Obligation Bond Program funding and correctly sets forth the rights, duties and obligations of each to the other as of its date. All provisions of the Funding Agreement not expressly modified or deleted as set forth herein, remain in full force and effect.

/m

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

ATTEST:

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

on the ____ day of _____, 2015

By: _____ _____
County Mayor Date

GRANTEE: Jessie Trice Community Health Center, Inc.:

on the ____day of _____, 2015

(Grantee's Corporate Seal)

Federal Identification # 59-~~0624450~~ 1235617

By Annie R. Neasman MS, RN
Chairman or President

Annie R. Neasman
Type or Print Above Signature

By_____
Treasurer/ Chief Fiscal Officer

_____
Type or Print Above Signature

By_____
Executive Director

_____
Type or Print Above Signature

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

Initial Date 8/10/15

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

GOB Project Number 305.1-76333

REVENUES				Milestones	EXPENSES		
FY 2014 - 2015 GOB Allocation	FY 2015 - 2016 GOB Allocation	*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	12/31/2019	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	9/1/2015	96,000
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
		40,000	40,000	Design (Non-GOB)	6/2/2015	9/1/2015	40,000
			0	Dry run/permit			0
		20,000	20,000	Dry run/permit (Non-GOB)	9/31/15	3/1/2016	20,000
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
1,300,000			1,300,000	Construction On Going	7/1/2016	12/31/2019	1,300,000
		1,462,467	1,462,467	Construction On Going (Non-GOB)	7/1/2016	12/31/2019	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		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 Community Health Center in a new development, The Commons. JTCHC will purchase a portion of the property from Related Urban consisting of approximately +/- 2 acres of land located at NW 27th Avenue and NW 207th Street, Miami Gardens, 33056 (Folio: 34-1133-003-0130 & 34-1133-003-0110). The new property will provide medical services for the west area of Miami Gardens. Our current Norland Center is too small to meet the needs of the targeted population. Upon completion of the 8,500 - 9,000 sq. ft. project JTCHC will provide preventative and primary services to meet the healthcare needs of the residents of Miami Gardens and north Miami-Dade County. The total cost of the project will be $3,075,467.

GOB Total Funding Allocation Narrative/Description

GOB funds will be used for the construction of the new 8,500 - 9,000 sq. ft. facility (Community Health Center) which will be an increase of approximately 7,200 sq. ft. compared to the Norland Center. The additional space will include twelve (12) patient medical examination suites and four (4) dental operatory rooms. Norland provides services to 2,765 unduplicated patients resulting in 8,261 encounters. As a result of the new facility construction, we project an estimated 3,800 (37.4% increase) of unduplicated patients which will result in 13,400 (62.3% increase) of patient encounters. This BBC GOB allocation is fully subject to and contingent upon the availability of BBC GOB Program proceeds and the satisfaction of the Conditions Precedent to Funding.

GOB 2014 - 2015 Funding Allocation Narrative/Description

GOB funding will compliment other funding for the construction od the new 9,000 - 10,000 sq. ft. facility (Community Health Center) located at NW 27th Avenue and NW 207th Street, Miami Gardens, 33056 (Folio: 34-1133-003-0130 & 34-1133-003-0110).

**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.

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Jessie Trice Community Health Center, Inc. (the "Corporation") currently offers medical services to adults residing in the Miami Gardens Community from the Norland Medical Center which is located in a strip center shopping mall;

WHEREAS, the Corporation has determined that there is a need to provide additional services for children, adults, women and seniors in the Miami Gardens Community;

WHEREAS, the Norland Medical Center is too small and does not have sufficient space for expansion;

WHEREAS, the Corporation has identified a vacant site owned by Miami Dade County (the "County") located at the 207th Street and N.W. 27th Avenue in Miami Gardens for construction of a new 8,500 to 9000 square foot facility;

WHEREAS, the County has agreed to enter in to a long term lease with the Corporation, and

WHEREAS, the Corporation has decided to use its remaining allocation of general obligation bonds from the County in the amount of $1,300,000 to fund construction of the new facility; and

WHEREAS, the Corporation has applied for and has been approved for a grant from the State of Florida to fund construction of the new facility;

NOW THEREFORE, the undersigned, Angel Lightfoot, as Secretary of Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation, does hereby certify that:

The following is a true and correct copy of resolutions duly adopted by a majority of the Directors of the Corporation at a meeting thereof, duly called and held on the 4th day of August 2015, at which a quorum was present and acting throughout, which resolutions have been duly transcribed and have not been revoked, modified, amended or rescinded and are still in full force and effect:

RESOLVED, that the Corporation shall consummate the transactions referenced above and shall execute and deliver the following documents;

RESOLVED, that the Corporation, approves, confirms and ratifies all of the terms and conditions of the following documents (the "Transaction Documents");

1. Funding Agreement by and between the County and the Corporation;
2. Escrow Agreement by and between TD Bank,

N.A. and the Corporation; and

3. such other documents and instruments incident thereto and be it further

RESOLVED, that the form, terms and provisions of the Transaction Documents to be delivered by the Corporation to the County, State of Florida and/or TD Bank, N.A. as submitted to the Board of Directors of the Corporation, be and the same hereby are in all respects approved and the Corporation shall perform any and all obligations and exercise any and all rights created under or by virtue of said documents and instruments; and be it further

RESOLVED, that, Annie Neasman, as President of the Corporation, is authorized, empowered and directed to do, or cause to be done in the name and on behalf of the Corporation, to execute and deliver the agreements and documents in the form or substantially in the form thereof submitted to the Board of Directors of this Corporation, with such changes, additions and modifications thereto as such Officer shall approve, such approval to be conclusively evidenced by their execution and delivery thereof; and be it further

RESOLVED, that unless and until specifically revoked or modified by subsequent resolution adopted by the Board of Directors of this Corporation and until a certified copy of such resolution is delivered, all parties may rely completely on the authority conferred by the foregoing resolutions.

I further certify that the meeting of the Board of Directors at which the foregoing Resolutions were adopted was regularly called and held in accordance with the Charter and By-Laws and the acts authorized by the Resolutions are within the powers and scope of authority of the Corporation.

WITNESS my hand and the seal of the Corporation this 4th day of August 2015.

[CORPORATE SEAL]

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: _____
Angel Lightfoot
Its: Secretary

EXHIBIT D

FIRST AMENDMENT TO
ESCROW DEPOSIT AGREEMENT

THIS FIRST AMENDMENT TO ESCROW DEPOSIT AGREEMENT (the "**Escrow Amendment**") is made and entered into as of _____, 2015 (the "**Amendment Effective Date**") by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "**County**"), JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida non-profit corporation ("Jessie Trice") and TD Bank, N.A., as escrow agent ("Escrow Agent"), each of which may also be referred to as a "**Party,**" and which may be referred to collectively as the "**Parties.**"

RECITALS

WHEREAS, the Parties entered into that certain Escrow Deposit Agreement dated March 15, 2013 ("Escrow Agreement") for the purposes of having Jessie Trice deposit in the Escrow Fund (as such term is defined in the Escrow Agreement) $1,300,000.00 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility to increase health services to the community ("Project") on land owned by the County and located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL that was leased to Jessie Trice; and

WHEREAS, since the execution of the Escrow Agreement, the $1,300,000.00 has been deposited with the Escrow Agent but no funds have been disbursed; and

WHEREAS, Jessie Trice has terminated the lease agreement with the County for the propertly located at N.W. 183rd Street and N.W. 37th Avenue in Miami Gardens, FL and instead desires, and the County has agreed, to construct the Project on approximately two acres of land owned by Jessie Trice and located at 27th Avenue NW 207th Street, Miami Gardens, Florida 33056; and

WHEREAS, the Parties are desirous of amending the Escrow Agreement as set forth herein in order to provide for the new location of the Project,

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the adequacy of which is hereby accepted and acknowledged by the Parties, the County, Jessie Trice, and the Escrow Agent agree that the foregoing recitals are correct, and further agree to amend and restate the first "Whereas" recital clause of the Escrow Agreement as follows:

> WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated March 26, 2013, and amended by that Amendment No. 1 to the Funding Agreement dated _____, 2015, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $1,300,000.00 of Sate of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's facility located on an approximately two-acre parcel of land located at NW 27th Avenue and 207th Street, Miami Gardens,

Florida 33130 for the sole purpose of incur easing health care facilities in Miami-Dade County; and

All other provisions of the Escrow Agreement not expressly modified as set forth herein, remain in full force and effect.

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

ATTEST: Harvey Ruvin
Clerk of the Board

By: _____
Deputy Clerk
Date: _____

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

By: _____
Carlos A. Gimenez, County Mayor
Date: _____

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

WITNESSES:

Clementine Clinch
Witness Signature / Printed Name
Clementine Clinch

Robert Coats
Witness Signature / Printed Name
Robert Coats

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

By: Annie R. Neasman
Name: Annie R. Neasman, MS, RN
Title: President & CEO

(seal)

Date: 8/4/15

WITNESSES:

Witness Signature / Printed Name

Kelly Bucas
Witness Signature / Printed Name

TD BANK, N.A.

By: David C. Leondi
Name: DAVID C. LEONDI
Title: Vice President

(seal)

Date: 8/10/15