

# MEMORANDUM

Agenda Item No. 10(A)(1)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** September 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving, by a two-thirds vote of Board members present pursuant to section 125.355, Florida Statutes, a contract for sale and purchase between FVP Eden Gardens, LLC, a Florida limited liability company, as Seller, and Miami-Dade County, as Buyer, for property known as Mia Casa located at 12221 Harriet Tubman Highway in North Miami, Florida, in the amount of \$6,400,000.00 and authorizing the expenditure of up to \$25,000.00 for closing costs; authorizing the Chairperson or Vice-Chairperson of the Board to execute the acceptance of the Deed of conveyance; authorizing the County Mayor (1) to execute the contract for sale and purchase, exercise any and all rights conferred therein, and to take all other actions necessary to effectuate said purchase, (2) to receive and expend \$1,750,000.00 from the state of Florida Department of Children and Families for the purchase and operation of the property, (3) to execute a grant agreement and other required and customary documents with the State of Florida including but not limited to a mortgage lien and security agreement, (4) to amend the grant agreement and other documents and to exercise any and all rights conferred therein, (5) to enter into a three year services agreement with Mia Casa at North Miami, a Florida limited liability corporation, in an amount not to exceed \$4,500,000.00 to manage and operate Mia Casa and to exercise any and all rights conferred therein, and (6) to expend amounts not to exceed \$4,500,000.00 to fund the services agreement and \$3,000,000.00 toward eligible capital expenses from Food and Beverage Tax funds; approving and authorizing designated purchase for the services agreement, in accordance with section 2-8.1(b)(3) of the Code by a two-thirds vote of Board members present

The accompanying resolution was prepared by the Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



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Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** September 1, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor *Daniella Levine Cava*

**Subject:** Resolution Approving, by a Two-Thirds Vote of Board Members Present Pursuant to Section 125.355, Florida Statutes, A Contract for Sale and Purchase Between FVP Eden Gardens, LLC, A Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, for Property known as Mia Casa located at 12221 Harriet Tubman Highway in North Miami, Florida, in the Amount of \$6,400,000.00 and Authorizing the Expenditure of up to \$25,000.00 for Closing Costs; Authorizing the Chairperson or Vice-Chairperson of the Board to Execute the Acceptance of the Deed of Conveyance; Authorizing the County Mayor or County Mayor’s Designee (1) to Execute the Contract for Sale and Purchase, Exercise any and all Rights Conferred Therein, and to take all Other Actions Necessary to Effectuate Said Purchase, (2) to Receive and Expend \$1,750,000.00 from the State of Florida Department of Children and Families for the Purchase and Operation of the Property, (3) to Execute a Grant Agreement and other Required and Customary Documents with the State Of Florida including but not limited to a Mortgage Lien and Security Agreement, (4) to Amend the Grant Agreement and other Documents and to Exercise any and all Rights Conferred Therein, (5) to Enter into a Three Year Services Agreement with Mia Casa at North Miami, a Florida Limited Liability Corporation, in an Amount not to exceed \$4,500,000.00 to Manage and Operate Mia Casa and to Exercise any and all Rights Conferred Therein, and (6) to Expend Amounts not to Exceed \$4,500,000.00 to Fund the Services Agreement and \$3,000,000.00 toward Eligible Capital Expenses from Food and Beverage Tax Funds; Approving and Authorizing Designated Purchase for the Services Agreement, in Accordance with Section 2-8.1(B)(3) of the Code of Miami-Dade County by a Two-Thirds Vote of Board Members Present

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## **Executive Summary**

The purpose of this item is to approve and execute a contract for sale and purchase of Mia Casa in North Miami in the amount of \$6,400,000.00 million; receive and expend \$1,750,000.00 from the State of Florida Department of Children and Families for the purchase and operation of the property and execute a grant agreement with the State of Florida and other documents required by the state, including but not limited to Mortgage Lien and Security Agreement; authorize a three-year services agreement with Mia Casa at North Miami, LLC not to exceed \$4,500,000.00 to manage and operate Mia Casa and \$3,000,000.00 toward eligible capital expenses from Food and Beverage Tax funds. This facility provides housing and services for senior citizens and other highly vulnerable persons experiencing homelessness.

## **Recommendation**

It is recommended that the Board of County Commissioners:

1. Approve, by a Two-Thirds Vote of Board Members Present Pursuant to Section 125.355, Florida Statutes, a Contract for Sale and Purchase Between FVP Eden Gardens, LLC, a Florida Limited Liability Company, as Seller, and Miami-Dade County, as Buyer, for Property Known as Mia Casa Located at 12221 Harriet Tubman Highway in North Miami, Florida, in the Amount of \$6,400,000.00 and authorize the Expenditure of up to \$25,000.00 for Closing Costs;
2. Authorize the County Mayor or County Mayor’s Designee to Execute the Contract for Sale and Purchase, Exercise Any and All Rights Conferred Therein, Take All Other Actions Necessary to Effectuate Said Purchase and Accept Conveyance of Property by General Warranty Deed; and Direct the County Mayor or County Mayor’s Designee to Record such Deed;
3. Authorize the County Mayor or the County Mayor’s Designee to Receive and Expend \$1,750,000.00 from the State of Florida Department of Children and Families for the Purchase and Operation of the Property and to Execute a Grant Agreement with the State of Florida and Other Documents Required by the State of Florida, including but not limited to Mortgage Lien and Security Agreement, to Amend the Grant Agreement and Other Documents, to Exercise Termination, Cancellation and Modification Clauses Contained Therein;
4. Authorize the County Mayor or the County Mayor’s Designee to Enter into a Three Year Services Agreement with Mia Casa at North Miami, a Florida Limited Liability Corporation, in an Amount not to Exceed \$4,500,000.00, to Manage and Operate Mia Casa and Exercise Amendment, Termination, Cancellation and Modification Clauses Contained Therein; Authorize the County Mayor or the County Mayor’s Designee to Expend Amounts Not To Exceed \$4,500,000.00 to Fund the Services Agreement and \$3,000,000.00 toward Eligible Capital Expenses from Food and Beverage Tax Funds.
5. Approve designated purchase for and authorize the County Mayor or County Mayor’s designee, by a two-thirds vote of Board members present and in accordance with section 2-8.1(b)(3) of the Code of Miami-Dade, Florida, to enter into the Services Agreement described in section (4) above with Mia Casa at North Miami

**Scope**

Mia Casa, located at 12221 Harriet Tubman Highway, North Miami, Florida 33161, is in Miami-Dade County Commission District 2, but housing and services will be provided Countywide.

**Delegation of Authority**

Upon approval of this resolution, the County Mayor or the County Mayor’s designee will have the authority to execute a contract for sale and purchase of Mia Casa, located at 12221 Harriet Tubman Highway in North Miami, Florida, in the amount of \$6,400,000.00 and expend funding up to \$25,000.00 for closing costs; accept conveyance of property by General Warranty Deed; and record such deed; receive and expend \$1,750,000.00 from the State of Florida Department of Children and Families for the purchase and operation of the property and execute a grant agreement with the State and other documents required by the State of Florida, including but not limited to Mortgage Lien and Security Agreement and to amend the grant agreement and other documents, to exercise termination, cancellation and modification clauses contained therein;

enter into a three-year Services Agreement with Mia Casa at North Miami, a Florida Limited Liability Corporation, in an amount not to exceed \$4,500,000.00, to manage and operate Mia Casa and exercise amendment, termination, cancellation and modification clauses contained therein; expend amounts not to exceed \$4,500,000.00 to fund the Services Agreement and \$3,000,000.00 toward eligible capital expenses from Food and Beverage Tax funds.

**Fiscal Impact/Funding Source**

Funding for the sale and purchase includes HOME Investment Partnerships (HOME) funds in the amount of \$5,000,000.00 per R-685-21 and \$1,750,000.00 from the State of Florida Department of Children and Families. Funding for operations for three years in the amount of \$4,500,000.00 and \$3,000,000.00 toward eligible capital expenses will come from One Percent Local Option Food and Beverage Tax funds. The three-year term will commence October 1, 2022 and end on September 30, 2025.

**Track/Record/Monitor**

The Internal Services Department will be responsible for carrying out the sale and purchase. The Homeless Trust (Trust) will be the administering department responsible for the monitoring the housing and service provider. The provider’s grant agreements will be monitored through the Homeless Trust’s existing monitoring processes that consists of site visits, desk reviews, the review of monthly, quarterly and annual progress reports, as well as the analysis of utilization rates.

**Background**

On April 24, 2020, in preparation for and in response to the COVID-19 pandemic, Miami-Dade County, through the Miami-Dade County Homeless Trust, entered into an agreement with Mia Casa at North Miami, LLC, to operate a quarantine and isolation site for senior citizens and other highly vulnerable persons experiencing homelessness who were at high risk of serious illness from the virus. Mia Casa of North Miami, LLC has provided housing and social services of value to the County and has demonstrated an ability or desire to continuing providing housing and services.

Mia Casa, located at 12221 Harriet Tubman Highway in North Miami, Florida, 33161, previously operated as an Assisted Living Facility (ALF). The property includes 65 rooms with capacity for up to 120 individuals. Miami-Dade County, through the Miami-Dade County Homeless Trust, worked with FVP Eden Gardens, LLC, the owner of Mia Casa, together with Assisted Living Facility operator Mia Casa at North Miami, LLC, who was in a long-term leasing agreement with the owner, to acquire the property. Four appraisals were obtained on the property, each of which is attached hereto as Attachment 1. Two appraisals were ordered through Internal Services Department. The third was ordered through Miami-Dade Public Housing and Community Development and the fourth appraisal was ordered by the seller. The four appraisals averaged \$6,000,000.00. A two-thirds vote of the Board of County Commissioners is needed as the sale and purchase price exceeds the appraised value.

As part of the County’s due diligence process, the Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) was engaged to oversee the environmental assessment of the property. Based on the findings of the Phase 1 Environmental Site Assessment (ESA) dated November 23, 2021, as well as the amended Phase I ESA dated February 24, 2022, prepared by Arcadis U.S., Inc, DERM recommended soil assessment associated with the two pad-mounted transformers located onsite. As a result, one soil sample was collected in the vicinity of each transformer in July 2022, and the soil analytical results indicated concentrations of arsenic and benzo(a)pyrene that exceed residential soil cleanup target levels. Based on the concentrations, additional soil samples were collected on August 29, 2022 to confirm the presence arsenic and benzo(a)pyrene, and the soil analytical results are pending. If soil contamination is confirmed, DERM will provide a cost estimate for additional assessment/remediation.

The Contract for Sale and Purchase provides a clause that if there are recognized environmental conditions on the property, the remediation of which would cause the Buyer to incur the costs that it is unwilling to accept at its sole and absolute discretion, the Buyer may elect to terminate this contract by giving the Seller written notice within 10 days of the effective date of the contract. Alternatively, the Buyer may waive all such recognized environmental conditions and proceed to closing at the Buyer’s option without adjustment to the purchase price. Miami-Dade Homeless Trust wishes to proceed with the Contract for Sale and Purchase and will assume all related expenses associated with the remediation of the property.

At this time, 97 individuals are housed at Mia Casa, and more than 500 seniors ages 65 and over have entered its doors since the Homeless Trust began using the facility in April 2020. Senior citizens are among the fastest growing homeless sub-population in Miami-Dade County with one of every four persons entering the homeless Continuum of Care age 60 or older. Specialized housing is desperately needed for this extremely vulnerable population and Mia Casa offers a setting and provides services that cater to the particular needs of vulnerable and often frail senior citizens. Senior citizen homelessness was on the rise before the pandemic, but the emergence of the coronavirus demonstrated the heightened risks faced by people experiencing homelessness. The production of housing targeted to those on the streets and in shelters, many of whom are disabled and elderly and have little to no income, will help create the system capacity needed to permanently house those on Miami-Dade’s streets, and ensure they do not return to homelessness.

Mia Casa of North Miami, LLC is uniquely qualified to serve as the operator of Mia Casa. Mia Casa of North Miami, LLC has operated licensed Assisted Living Facilities (ALF) in Miami-Dade and operated the Mia Casa quarantine and isolation site, on behalf of the Homeless Trust, for senior citizens and other highly vulnerable persons experiencing homelessness for more than two years. Mia Casa of North Miami, LLC was pending operations as an ALF when the COVID-19 pandemic hit and agreed to put its ALF license on hold to work with the Homeless Trust. During more than two years of operations, senior citizens have been kept safe. Mia Casa of North Miami, LLC is in a long-term lease agreement with FVP Eden Gardens, LLC, through September 15, 2028. The lease includes the option of two additional 5-year periods and provides

Mia Casa of North Miami LLC the first right of refusal in the event of a sale by FVP Eden Gardens, LLC. Mia Casa of North Miami, LLC and the seller the sale of the premises to the Homeless Trust. Mia Casa of North Miami, LLC, as the current operator of Mia Casa and having operated the site for the Homeless Trust for the past two years is in a unique position to begin operations immediately and allow the Homeless Trust to begin immediately addressing the urgent need of housing senior citizens at risk of Homelessness. The time it would take to conduct a formal competitive process would leave the critical need of providing shelter to these senior citizens unaddressed for a period of time and for that reason formal competitive bidding to select an operator for Mia Casa is not practicable. Therefore, it is in the best interest of the County to enter into the services agreement with Mia Casa of North Miami and continue operations uninterrupted rather than engage in a procurement process that would necessitate delay.

The acquisition utilizes Home Investments Partnership (HOME) funding made available through Miami-Dade Public Housing and Community Development and Florida Department of Children and Families Grants and Aid Fixed Capital Outlay funding awarded during the Fiscal Year 2022-2023 Florida Legislative Session.

With approval from the Board of County Commissioners, Mia Casa will be managed by the Homeless Trust and designated to serve as “bridge” permanent housing, with a prioritization for senior citizens ages 65 years and above and other highly vulnerable households. The services agreement will run concurrently, together with the capital funding, and allow Mia Casa at North Miami, LLC, to continue providing housing and services for a specialized population, while also maintaining and improving the property.



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Morris Copeland  
Chief Community Services Officer

Attachments



HEALTHCARE PROPERTY ADVISORS

**PREPARED FOR:  
FVP EDEN LLC  
15500 NEW BARN ROAD, SUITE 104  
MIAMI LAKES, FLORIDA 33014**

**RESTRICTED APPRAISAL REPORT AS OF AUGUST 31, 2020  
OHC ADVISORS FILE #: 20.229**

**EDEN GARDENS  
12221 FL-909  
NORTH MIAMI, FL 33161**



OHC Advisors, Inc.  
Miami | Tampa | Atlanta | Chicago | Los Angeles  
[www.ohcadv.com](http://www.ohcadv.com)  
(305) 916-6223



August 31, 2020

Mr. Alicia Piña  
FVP Eden LLC  
15500 New Barn Road, Suite 104  
Miami Lakes, Florida 33014

Re: Restricted Appraisal Report, Appraisal of the Total Assets of the Business  
Eden Gardens  
12221 FL-909  
North Miami, Miami-Dade County, FL 33161  
OHC Advisors File No: 20.229

Dear Alicia Piña:

At your request, we have prepared an appraisal of Eden Gardens. This appraisal report is intended to comply with the reporting requirements outlined under the Uniform Standards of Professional Appraisal Practice (USPAP) for an Restricted Appraisal Report.

The purpose of the appraisal is to assist internal decision making regarding the potential sale of the real estate to the homeless trust.

Eden Gardens consists of a 65-unit / 118-bed former assisted living residence of average quality construction that is currently being used as a homeless shelter. The facility was built in phases between 1972/1988 and contains 30,836± square feet of gross building area. The building is in average overall physical condition. On a national basis, its location in North Miami is considered to be a primary market for seniors housing properties. Local supply and demand fundamentals are undersupplied.

The subject was purchased in 2018 in a non arms-length transaction that represented a forced sale associated with litigation against the prior owner. The buyer (FVP Eden Gardens) then leased the property to an assisted living operator (Mia Casa at North Miami LLC) for an initial term of 10 years with two (2), five-year options. Less than six months later, the operator then subleased the property on a month-to-month basis to Miami-Dade County for use as a homeless shelter to quarantine or isolate homeless persons that have been exposed to or have contracted COVID-19.



The client has requested a hypothetical current value of the subject property for negotiation purposes in determining an asking price for a potential sale of the real estate to the homeless trust. The current fee simple value outlined in this appraisal is subject to the hypothetical condition that there are currently no leases encumbering the property and that it could be sold with the full bundle of rights associated with fee simple estate.

The hypothetical current value appraises the property based on the total assets of the business and assumes a fair sale of the tangible and intangible real property and personal property assets. This includes the land, buildings, furniture, fixtures, equipment, supplies, inventory, easements, permits, licensure, certificate of need, goodwill, zoning waivers, use rights, a trained and assembled workforce, custodial rights to resident charts, resident care protocols, trademarks, and any other assets necessary for the operation of a licensed health care facility and typically transferred with the sale of a property. However, the assets appraised specifically exclude items that are distinctly separate from the real estate and do not typically transfer such as holdings or investments, working capital, and accounts receivable and payable from services prior to the date of value.

Due to the intrinsically connected nature of the real estate and business enterprise, our appraisal is based on the assumption that the subject property would continue to operate as a going concern as of the effective date of this appraisal as an assisted living facility. If the subject property ceases these operations, then the value of any or all of the components may be less than our conclusions within this report. Furthermore, these allocations are not reflective of the value of each component on a standalone basis. The exclusion of any one of the components from the going concern could render these individual allocations invalid.

This appraisal acknowledges the current global events. The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, long-term effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, after the effective date of the appraisal.

We do acknowledge that if this pandemic is prolonged, we would anticipate deterioration in current market conditions and increased operating costs to persist. However, it is too early to tell what the mid and long-term impacts may be. Our values as of the effective date take into consideration market participants current sentiments towards these conditions. As of the effective date of value, market participants are taking a wait and see approach and transaction activity has stalled due to sellers not wanting to take discounts at this point (i.e. longer marketing/exposure times than normal). This is a typical reaction as market participants are

typically slow to price in discounts and do not slash values at the first onset of change. However, if these conditions persist the necessity and magnitude for discounts will increase over time if there is no resolution on COVID-19. At this point, we have projected stable operations, while also factoring in a moderate increase to the discount rate for COVID-related impacts in addition to rent loss over a two-year period with stable operations occurring in Year 3. Moreover, we have extended marketing and exposure times.

**Additionally, since we have not made an interior inspection of the subject property due to the travel and visitation restrictions from the coronavirus pandemic, our effective date of value is set based on the date when we interviewed the subject property and did a drive-by inspection, which was August 27, 2020.**

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

#### **HYPOTHETICAL CURRENT FEE SIMPLE VALUE CONCLUSION**

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, we have developed an opinion that the current market value of the Fee Simple estate of the Total Assets of the Business, subject to the hypothetical condition that there are no leases currently encumbering the property as of August 27, 2020, was:

**SIX MILLION TWO HUNDRED THOUSAND DOLLARS**

**\$6,200,000**

Our concluded value is allocated as follows:

<b>HYPOTHETICAL FEE SIMPLE INTANGIBLES VALUE ALLOCATIONS</b>		
<b>Component:</b>	<b>Allocation</b>	<b>% of Value</b>
Real Estate	\$5,710,000	92.1%
FF&E	\$490,000	7.9%
Intangibles	+ \$0	0.0%
Market Value (TAB)	\$6,200,000	100.0%

This letter is invalid as an opinion of value if detached from the appraisal report, which contains the text, exhibits, and addenda.

Respectfully submitted,

OHC Advisors, Inc.



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Paul Kovach, MAI  
Florida Certified General Real Estate Appraiser  
License No. RZ2962  
Expires November 30, 2020



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Michael Baldwin, MAI, ASA  
Florida Certified General Real Estate Appraiser  
License No. RZ3238  
Expires November 30, 2020

## EXECUTIVE SUMMARY

### GENERAL IDENTIFICATION OF PROPERTY

Property Name:	Eden Gardens
Property Location:	12221 FL-909 North Miami, Miami-Dade County, FL 33161
Legal Description:	We were not provided with a copy of the subject's legal description, but we have identified the subject property by the assessor's parcel number.
Assessor Identification:	Parcel number 06-2230-031-0390

### OWNERSHIP HISTORY

Ownership:	FVP EDEN GARDENS LLC
Sale History & Current Contract(s):	The subject property sold on September 6, 2018 for \$2,175,000 between FVP Eden Gardens as buyer and ADAR Associates LLC as seller. This was a forced sale associated with litigation against the seller and is not a fair arms-length representation of market value. Also, the subject property is not currently under contract for sale. Therefore, we have not reconciled our appraised value with a prior sale or current contract.

### PROPERTY DESCRIPTION

Land Area (Total):	90,246± square feet (2.07± acres)
Zoning:	R-5 (Multifamily Residential)
Property Type:	Assisted Living Residence (currently used as homeless shelter)
Year Built / Renovated:	1972/1988 / 2019
Number of Stories:	One
Licensed Capacity:	118 assisted living beds (currently inactive)
Operating Capacity:	118 beds
Gross Building Area (GBA):	30,836± square feet
Condition of Improvements:	Average

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**EXPOSURE TIME AND MARKETING TIME**


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Exposure Time:	9-18 months
Marketing Time:	9-18 months

**HIGHEST AND BEST USE**


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As If Vacant:	Residential development to the highest possible density with a concentration in healthcare or seniors housing
As Improved:	Equivalent to its previous use as an assisted living residence

**VALUE INDICATIONS**


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Date of Report:	August 31, 2020
Date of Exterior Property Inspection:	August 27, 2020
Date of Value:	August 27, 2020
Property Interest Appraised:	Fee Simple Interest of the Total Assets of the Business

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**SUMMARY OF CONCLUDED VALUES**


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<b><u>Analysis</u></b>	<b><u>Hypothetical Current Fee Simple Value</u></b>
Cost Approach	N/A
Sales Approach	\$6,500,000
Income Approach	\$6,200,000
Effective Date of Value	8/27/20
<b><u>Value Allocations</u></b>	
Real Estate	\$5,710,000
FF&E	\$490,000
Intangibles	\$0
<b>Market Value (TAB)</b>	<b>\$6,200,000</b>

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**WALTER DUKE  
+ PARTNERS**

**C O M M E R C I A L  
REAL ESTATE VALUATION**

RESTRICTED REAL ESTATE APPRAISAL REPORT OF  
**EDEN GARDENS HOMELESS SHELTER**

**LOCATED AT**

12221 West Dixie Highway  
North Miami, Miami-Dade County, Florida 33161

**FOR**

TSAO Design  
7636 Northeast 4<sup>th</sup> Court, Suite 101  
Miami, Florida 33138  
Attn: Ms. Rebecca LeTiecq, RID, LEED AP ID+C

**PREPARED BY**

Walter B. Duke, III, MAI, CCIM  
2860 W State Road 84, Suite 109  
Fort Lauderdale, FL 33312-4804

# WALTER DUKE + PARTNERS

COMMERCIAL REAL ESTATE VALUATION

Walter B. Duke, III, MAI, CCIM  
State Certified General Appraiser 375

April 12, 2021

Ms. Rebecca LeTiecq, RID, LEED AP ID+C  
TSAO Design  
7636 Northeast 4th Court, Suite 101  
Miami, Florida 33138

Re: Eden Gardens Homeless Shelter  
12221 West Dixie Highway  
North Miami, Miami-Dade County, Florida 33161

Dear Ms. LeTiecq:

At your request, Walter Duke + Partners has performed a real estate appraisal of the above-referenced property. The attached Appraisal Report is intended to comply with the reporting standards set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP).

- The subject property is a Class "C" senior assisted living facility known as Eden Gardens. The subject property is currently utilized as a homeless shelter.
- The community consists of 65 residential units in a one-story building comprising 118 assisted living beds (ALF).
- The subject improvements were constructed in 1972/1988 and renovated in 2019 and are situated on a ±2.07-acre site located along West Dixie Highway in the City of North Miami, Florida.
- As of the appraisal date, the subject is currently utilized as a homeless shelter catering to the surrounding population. The subject has been valued in our analysis as an operating assisted living facility subject to the stated extraordinary assumptions and hypothetical conditions.
- The subject is estimated to reach stable occupancy within ±24 months of the appraisal date. Absorption at senior multi-housing communities is generally slower than non-senior communities.

The purpose of the appraisal is to estimate:

- Market Value "As Is," of the subject as of April 1, 2021.

As a result of the enclosed investigation and analysis, the Market Values of the subject property, as previously described, were estimated as follows:

EDEN GARDEN Valuation Scenario	Interest Appraised	Date of Value	Value Conclusion
Market Value "As Is"	Fee Simple	April 1, 2021	\$6,400,000

#### Hypothetical Value Allocations

Contributory Value of Real Estate	\$5,900,000
Plus: FF&E	\$500,000
Plus: Intangible Assets	\$0
Equals: Market Value (TAB)	\$6,400,000

The accompanying report describes the neighborhood, site, improvements, approaches to value and other pertinent data that was used to solve the appraisal problem. The appraisal is subject to the assumptions and contingent and limiting conditions set forth in the report. This restricted appraisal report has been prepared in conformance with the appraisal regulations issued by the federal banking regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA), the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and Standards of Appraisal Practice of the Appraisal Institute.

This report was prepared for and submitted to the client, and intended user, TSAO Design, for the intended use of assisting the client and the MDC PHCD with internal analysis and internal decision-making. However, this report cannot be used by any other person/entity or for any other purpose. Use of this report by others is not intended by Walter Duke + Partners. This report is intended only for the use in providing data upon which the client may analyze the property for internal analysis and internal decision-making. Neither purchasers nor sellers of the subject property, nor any borrowers, are intended users of this appraisal report and no such third parties should use or rely on the appraisal for any purpose. All such parties are advised to consult with appraisers or other professionals of their own choosing.

#### Extraordinary Assumptions –

The attached appraisal report also contains three extraordinary assumptions for purposes of this valuation analysis. An extraordinary assumption is defined in the Dictionary of Real Estate 6th Edition (2015) as: "An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be different, could alter the appraiser's opinions or conclusions." Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of the data used in the analysis. An extraordinary assumption may be used in an assignment only if:

- it is required to properly develop credible opinions and conclusions;
- the appraiser has a reasonable basis for the extraordinary assumption;
- use of the extraordinary assumption results in a credible analysis; and
- the appraiser complies with the disclosure requirement set forth in USPAP for extraordinary assumptions.

**Adequate Condition of Subject Interior** The appraisers were provided interior photos of the subject property and did not conduct an interior inspection. Therefore, it is an Extraordinary Assumption of this appraisal that the condition of the interior is adequate for its intended use.

**Active Assisted Living License** The subject's license is currently 'inactive' as declared by the State of Florida. Therefore, it is an Extraordinary Assumption of this appraisal that the license can be reinstated at reasonable costs and time.

**Adequate Demand for Subject Property Type** The subject is assumed to have adequate market demand for its specific property type and condition, a Class "C" Assisted Living Facility. Therefore, it is an Extraordinary Assumption of this appraisal that there is adequate demand within the subject market for its intended use.

The use of this extraordinary assumptions is permitted by USPAP because:

- the extraordinary assumption is required to develop credible opinions and conclusions;
- there is a reasonable basis for the extraordinary assumption given the nature of the development
- the extraordinary assumption results in a credible analysis; and we have complied with the disclosure requirements set forth in the USPAP for extraordinary assumptions.



Hypothetical Conditions –

The value conclusions within this appraisal report are premised upon a hypothetical condition. A hypothetical condition is defined in the Dictionary of Real Estate 6th Edition (2015) as “a condition which is contrary to known facts but is supposed for the purpose of the analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of the data” that exist on the effective date of the assignment results.” It is applicable to this appraisal because a change in the hypothetical conditions would cause a change in the opinions and conclusion herein.

**Fee Simple** - The client has requested the Market Value of the fee simple interest of the subject property. As the subject is currently encumbered by a short term lease, this valuation requires a hypothetical condition that the property is not currently encumbered by a leased.

The use of these hypothetical conditions is permitted by the USPAP because:

- It is used for purposes of reasonable analysis;
- the hypothetical condition results in a credible appraisal analysis; and
- disclosure requirements set forth in the USPAP for a hypothetical condition have been complied with.

***Significant Factor - As of the date of this report, the global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The world economy is in a state of high volatility based on the uncertainty of the outcome of the impact of the virus. In the United States, the federal, state and local governments are taking steps to limit the spread of the virus that have negatively impacted several facets of the economy including travel, tourism and hospitality. Based on the results of historic pandemics of the 20th century (Swine Flu, Asian Flu, Hong Kong Flu, SARS, MERS, EBOLA and HIV/AIDS) it is anticipated the current pandemic will pass in time; however, the extent of the economic damage remains to be seen. Our opinions and conclusions are based on information available and accounts for market perception as of the date of this appraisal report.***

Should you have any questions regarding this report, please do not hesitate to call.

Thank you for the opportunity to serve you.

Sincerely,

Walter Duke + Partners



Walter Bryan Duke, III, MAI, CCIM  
State-Certified General Real Estate Appraiser RZ375

# APPRAISAL REPORT

MIA CASA AT NORTH MIAMI  
12221 WEST DIXIE HIGHWAY  
MIAMI, FLORIDA 33161  
CBRE FILE NO. 21-341SE-10566-1

CLIENT: MIAMI-DADE COUNTY, INTERNAL SERVICES  
DEPARTMENT

Date of Report: May 14, 2022

Ms. Jessica Gutierrez  
Real Estate Officer  
MIAMI-DADE COUNTY, INTERNAL SERVICES DEPARTMENT  
111 Northwest 1 Street, 21st Floor  
Miami, Florida 33128

RE: Appraisal of: Mia Casa at North Miami  
12221 West Dixie Highway  
Miami, Miami-Dade County, Florida 33161  
CBRE, Inc. File No. 21-341SE-10566-1

Dear Ms. Gutierrez:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is an existing 65-unit assisted living facility (ALF) located at 12221 West Dixie Highway in Miami, Florida. The improvements were constructed in 1925, 1940, 1948, 1952, 1956, 1972, 1986, 1988 & 1995 and situated on a 2.07-acre multi-family residential zoned site. As of the effective date of this appraisal, the subject property is leased to an ALF operator with a current license, effective April 1, 2020 for 118-licensed beds that expires June 15, 2022. However, the tenant/lessee license status was changed to "inactive" in the wake of the Covid-19 pandemic and is sub-leasing the property to Miami-Dade County on behalf of the Homeless Trust.

The existing tenant lease agreement commenced in September 2019 with a 10-year term plus two (2), 5-year renewal option terms, while the Miami-Dade County sub-lease commenced in April 2020 on a month-to-month basis in response to a State of Emergency declaration and need of housing to quarantine and isolate homeless persons in response to the Covid-19 pandemic.

Miami-Dade County is now considering acquisition of the property and has requested the estimate of the fee simple market value As Is based on its highest and best use; and the market value of the leased fee and leasehold interests excluding the short-term sub-lease with Miami-Dade County on behalf of the Homeless Trust.

The subject property highest & best use and potential alternate uses include an assisted living facility (ALF), group care home, sober house and-or drug treatment facility or low-income & subsidized housing. In addition, there is future opportunity for redevelopment of the site as a townhouse community and-or low-to-midrise affordable multi-family residential apartments.

Based on the analysis contained in the following report, the market value of the subject including F,F&E but excluding any "going concern" is concluded as follows:

<b>MARKET VALUE CONCLUSIONS</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
As Is	Leased Fee Interest	December 6, 2021	\$5,700,000
Hypothetical As Is	Fee Simple Estate	December 6, 2021	\$5,700,000
As Is	Leasehold Interest	December 6, 2021	\$0
Compiled by CBRE			

The valuation of an assisted living facility is typically that of a "going concern." Going concern is defined to include the real property plus the contributory value of the furniture, fixtures and equipment (FF&E or personal property) and business interest. USPAP requires that appraisals contain a discussion of these elements of value and their individual allocation in the total value of the property.

For purposes of this appraisal the market value of the subject has been allocated based on the appraiser's estimated replacement cost new value (see Cost Approach section) less accumulated depreciation of the existing F,F&E necessary to operate an ALF and-or a group care home in a prudent manner. Based on the nature of an assisted living facility (ALF), the business value is recognized to be an integral and inseparable part of the overall property value. However, because the subject property is leased to a third party and operated as a homeless shelter, there is no "going concern" value or business interest, only depreciated F,F&E, allocated as follows:

<b>ALLOCATION OF GOING CONCERN VALUE &amp; F,F&amp;E - AS IS</b>	
<b>Interest Appraised - Allocation</b>	<b>Value Conclusion</b>
<b>Fee Simple Estate</b>	
Hypothetical Value As Is	\$5,700,000
"Going Concern" Value	Zero
Personal Property - Depreciated	(\$97,500)
Business Interest	Zero
Real Property Value	\$5,602,500
Rounded to	\$5,600,000
Source: Cost Approach Section	

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Stuart J. Lieberman, MAI  
Vice President  
Cert Gen RZ1074  
[www.cbre.com/stuart.lieberman](http://www.cbre.com/stuart.lieberman)  
Phone: (305) 381-6472  
Email: [stuart.lieberman@cbre.com](mailto:stuart.lieberman@cbre.com)



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Kristin Repp, MAI  
Managing Director – South Florida  
Cert Gen RZ2454  
[www.cbre.com/kristin.repp](http://www.cbre.com/kristin.repp)  
Phone: (813) 868-8001  
Email: [kristin.repp@cbre.com](mailto:kristin.repp@cbre.com)

## Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Stuart J. Lieberman, MAI and Kristin Repp, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
10. Stuart J. Lieberman, MAI has and Kristin Repp, MAI has not made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the persons signing this report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Stuart J. Lieberman, MAI and Kristin Repp, MAI have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.




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Stuart J. Lieberman, MAI  
Cert Gen RZ1074




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Kristin Repp, MAI  
Cert Gen RZ2454



**APPRAISAL REPORT**

HT - Mia Casa at North Miami, LLC  
12221 West Dixie Highway  
North Miami, Miami-Dade County, FL 33161  
Project: HT - Mia Casa at North Miami, LLC



**PREPARED FOR**

Ms. Jessica Gutierrez  
Real Estate Officer  
Miami-Dade County Internal Services  
111 NW 1 Street, Suite 2460  
Miami, FL 33128

**PREPARED BY**

Joseph J. Blake and Associates, Inc.  
5201 Blue Lagoon Drive  
Suite 270  
Miami, FL 33126



January 8, 2022

Ms. Jessica Gutierrez  
Real Estate Officer  
Miami-Dade County Internal Services  
111 NW 1 Street, Suite 2460  
Miami, FL 33128

Re: HT - Mia Casa at North Miami, LLC  
12221 West Dixie Highway  
North Miami, FL 33161

Dear Ms. Gutierrez:

As requested, we have prepared an appraisal of the property referenced above presented in the attached Appraisal Report. The purpose of the appraisal is to develop an opinion of the following values:

Value	Date of Value	Interest Appraised	Value Type
"As Is - Hypothetical Condition"	12/6/21	Fee Simple Estate	Market Value
"As Is - Leased Fee"	12/6/21	Leased Fee Estate	Market Value
"As Is - Leasehold Estate"	12/6/21	Leasehold Interest	Market Value

Briefly described, the subject consists of a former assisted living facility containing 65 units totaling approximately 30,836 SF of net rentable area, constructed in 1972. The average unit size is approximately 300 SF. Units are similar to studio units, each with a bathroom, a living/sleeping area, and a closet; units do not include a kitchen area. A common kitchen and large dining area are located on site. The improvements include the aforementioned living units, plus common areas, office areas, and a kitchen and dining area. The property is currently leased for 10 years, with two, five-year options. The base lease expires September 15, 2028; with options the lease can be extended until September 15, 2038. The subject's site consists of approximately 90,246 SF or approximately 2.07 acres of land. The site is irregular in shape and is level and at street grade. The building's license to operate as an assisted living facility is "inactive." The building is currently being used by Miami Dade County Homeless Trust.

Within this appraisal we are providing a value of the subject, assuming the hypothetical condition that the subject was not encumbered by a lease. If not encumbered by a lease, the subject could potentially be operated as a number of types of group-living settings, including assisted living, sober living, workforce housing, a school dormitory, etc. We have considered this in our fee simple valuation.

For the valuation of the subject, in its leased fee condition, we have considered the lease in place, making appropriate deductions for operating expenses and vacancy. The lease is structured based on operations as an assisted living facility. The subject is not operated as an assisted living facility, making the income associated with that lease less secure.

The leasehold valuation was based on the assumption that the party leasing the property could then sublease it to a separate party.

Within this appraisal we are providing a value of the real estate only. The subject is not an operating assisted living facility. Therefore, we are not providing a "going concern" valuation in this appraisal.



The appraisal and the attached Appraisal Report have been prepared in conformity with and are subject to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). In preparing this appraisal, we considered the use of the three most widely recognized approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches. The appraisal is subject to the attached Assumptions and Limiting Conditions and Definition of Market Value.

Based on the analysis of pertinent physical and economic factors, we have arrived at the following value opinions:

Value	Date of Value	Interest Appraised	Value Opinion
"As Is - Hypothetical Condition"	12/6/21	Fee Simple Estate	<b>\$5,700,000</b>
"As Is - Leased Fee"	12/6/21	Leased Fee Estate	<b>\$5,500,000</b>
"As Is - Leasehold Estate"	12/6/21	Leasehold Interest	<b>\$0</b>

The Client provided property conditions reports from Core Property Inspections, and cost information for needed repairs. We have relied on these reports in the preparation of this appraisal. This appraisal makes the extraordinary assumption that the information contained in those reports is credible. This appraisal excludes any short-term sublease agreements with the Homeless Trust. Within the appraisal we make the extraordinary assumption that any short-term subleases do not materially affect the subject's values, as presented. This appraisal is not based on any other extraordinary assumptions. The use of the aforementioned Extraordinary Assumptions might have affected the assignment results.

This appraisal includes an 'as is' value, assuming the hypothetical condition that the subject is free and clear of any leases or encumbrances. This appraisal is not based on any other hypothetical conditions.

The opinion(s) of value are based on exposure times of 6 to 12 months, assuming the property was properly priced and actively marketed.

The attached Appraisal Report summarizes the documentation and analysis in support of our opinions. If you have any questions, please contact the undersigned. We thank you for retaining the services of our firm.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.

Joseph Hatzell, MAI  
Partner  
Florida-State-Certified General Real Estate Appraiser  
No. RZ1302  
Expires: November 30, 2022  
jhatzell@josephjblake.com



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** September 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

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
- Statement of social equity 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 present , 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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. 10(A)(1)  
9-1-22

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

RESOLUTION APPROVING, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT PURSUANT TO SECTION 125.355, FLORIDA STATUTES, A CONTRACT FOR SALE AND PURCHASE BETWEEN FVP EDEN GARDENS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER, FOR PROPERTY KNOWN AS MIA CASA LOCATED AT 12221 HARRIET TUBMAN HIGHWAY IN NORTH MIAMI, FLORIDA, IN THE AMOUNT OF \$6,400,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$25,000.00 FOR CLOSING COSTS; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE THE ACCEPTANCE OF THE DEED OF CONVEYANCE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE (1) TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE, (2) TO RECEIVE AND EXPEND \$1,750,000.00 FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR THE PURCHASE AND OPERATION OF THE PROPERTY, (3) TO EXECUTE A GRANT AGREEMENT AND OTHER REQUIRED AND CUSTOMARY DOCUMENTS WITH THE STATE OF FLORIDA INCLUDING BUT NOT LIMITED TO A MORTGAGE LIEN AND SECURITY AGREEMENT, (4) TO AMEND THE GRANT AGREEMENT AND OTHER DOCUMENTS AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, (5) TO ENTER INTO A THREE YEAR SERVICES AGREEMENT WITH MIA CASA AT NORTH MIAMI, A FLORIDA LIMITED LIABILITY CORPORATION, IN AN AMOUNT NOT TO EXCEED \$4,500,000.00 TO MANAGE AND OPERATE MIA CASA AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND (6) TO EXPEND AMOUNTS NOT TO EXCEED \$4,500,000.00 TO FUND THE SERVICES AGREEMENT AND \$3,000,000.00 TOWARD ELIGIBLE CAPITAL EXPENSES FROM FOOD AND BEVERAGE TAX FUNDS; APPROVING AND AUTHORIZING DESIGNATED PURCHASE FOR THE SERVICES AGREEMENT, IN ACCORDANCE WITH SECTION 2-8.1(B)(3) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT

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

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

**Section 1.** The foregoing recital is incorporated into this resolution and is approved.

**Section 2.** This Board hereby approves by a two-thirds vote of Board members present pursuant to section 125.355, the Contract for Sale and Purchase (the “Contract”) between FVP Eden Gardens, LLC, a Florida limited liability company (Seller), and the County, as Buyer, of property known as Mia Casa located at 12221 Harriet Tubman Highway in North Miami, Florida (the “Property”), in substantially the form attached as Exhibit A, in the amount of \$6,400,000.00, including real estate, movables and equipment, and an additional expenditure of up to \$25,000.00 for closing costs, funded by \$5,000,000.00 HOME Funds previously set aside for this purpose pursuant to Resolution No. R-685-21 and \$1,750,000.00 awarded by the State of Florida to the County for the purchase and operation of the Property.

**Section 3.** This Board further authorizes the County Mayor or County Mayor’s designee to execute the Contract on behalf of Miami-Dade County, to exercise any and all rights conferred therein including but not limited to cancellation or termination, and to take all other actions necessary to effectuate said purchase. In the event that contamination remediation costs exceed \$100,000.00 after due diligence is conducted pursuant to Paragraph 6 of the Contract, and the administration wishes to proceed with Closing notwithstanding such overage, the County Mayor or County Mayor’s designee shall seek approval from this Board before proceeding to Closing, and is authorized to mutually agree with the Seller to extend the Closing Date for this purpose.

**Section 4.** This Board authorizes the Chairperson or Vice-Chairperson of this Board to execute the acceptance of the Deed, in substantially the form attached to the Contract as Exhibit C.

**Section 5.** This Board authorizes the County Mayor or County's Mayor's designee to receive and expend \$1,750,000.00 from the State of Florida Department of Children and Families for the purchase and operation of the Property and to execute a grant agreement with the State of Florida and other customary documents required by the State of Florida, including but not limited to a mortgage lien and security agreement, to amend the grant agreement and other documents, and to exercise any and all rights conferred therein including termination, cancellation and modification, following approval for legal form and sufficiency by the County Attorney's Office, and providing that such documents are customary, meet the intent and purpose of this Resolution, and do not place the County in a less favorable position, monetarily or otherwise.

**Section 6.** This Board authorizes the County Mayor or County Mayor's designee to enter into a three year services agreement ("services agreement") with Mia Casa at North Miami, LLC, a Florida limited liability company (Mia Casa), in substantially the form attached as Exhibit B in an amount not to exceed \$4,500,000.00 to manage and operate Mia Casa, and to exercise any and all rights conferred therein, including amendment, termination, cancellation and modification, following approval for legal form and sufficiency by the County Attorney's Office, provided that any such amendment or modification does not place the County in a less favorable position, monetarily or otherwise, and meets the intent and purpose of this Resolution. Such services agreement shall replace and supersede the existing lease agreement between Seller and Mia Casa, which shall be terminated as a condition precedent to the transfer of the Property to the County at Closing.

**Section 7.** This Board finds that it is in the best interest of Miami-Dade County to approve this designated purchase and authorizes the County Mayor or County Mayor's designee to execute the services agreement in accordance with section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of Board members present.

**Section 8.** This Board authorizes the County Mayor or County Mayor’s designee to expend amounts not to exceed \$4,500,000.00 to fund the services agreement and \$3,000,000.00 toward eligible capital expenses from one percent Food and Beverage Tax funds.

**Section 9.** The person responsible for monitoring the transactions set forth in this agreement, including but not limited to the grant agreement and service agreement, is Victoria Mallette of the Homeless Trust.

**Section 10.** Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor’s designee to record the instrument of conveyance evidencing the transfer of title to the County in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of September, 2022. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Shannon D. Summerset-Williams

**CONTRACT FOR SALE AND PURCHASE**

**Project: MIA CASA 14221 W. Dixie Highway**  
**Folio No.: 06-2230-031-0390**

This Contract for Sale and Purchase ("Contract") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and among MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1<sup>st</sup> Street, Suite 2460, Miami, Florida 33128, FVP Eden Gardens, LLC, a Florida limited liability company, ("Seller") whose address is 15500 New Barn Road, Suite 104, Miami Lakes, Florida 33014.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY. Seller agrees to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Seller that certain parcel of real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in "Exhibit A" attached hereto and incorporated herein by this reference (collectively, the "Real Property"), together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said Real Property, if any, and all buildings, fixtures, and other improvements thereon, as described in "Exhibit B" if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Property, if any (collectively, the "Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of \$6,400,000.00 (Six Million Four Hundred Thousand Dollars), by wire transfer of U.S. funds. The purchase price is predicated on a site area of ±90,246 square feet or 2.07 acres more or less and said purchase price shall be adjusted according to the acreage as determined by the final survey as referred to in Paragraph 7 herein, exclusive of any dedicated rights-of-way located thereon. The purchase price to be paid at Closing shall be subject to environmental/hazardous materials testing, other adjustments and prorations provided for herein and will be paid at Closing as specified in Paragraph 12 herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, in substantially the form of Exhibit "C" attached hereto and made a part hereof ("General Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply



with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense and within fifteen (15) business days of the Effective Date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Real Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. The Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer.

6a. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer shall, at Buyer's sole cost and expense and at least thirty (30) days from the Effective Date of this Contract, obtain an ASTM PHASE I Environmental Site Assessment Report of the Real Property (PHASE I) or an Environmental Status Report (ESR) from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) to obtain information regarding the environmental conditions of the site, and to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous wastes on the Real Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, specifically including, but not limited to: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "Code") and/or Chapter 620780 Florida Administrative Code ("FAC") or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC.

Upon receipt of the PHASE I or ESR from DERM, the Buyer shall then have an additional sixty (60) days to obtain a PHASE II Environmental Site Assessment Report (PHASE II), should DERM determine that the results of the PHASE I or ESR warrant additional testing. The foregoing time periods for testing shall be referred to herein as the "Inspection Period." Should any such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If in writing Seller is

unwilling or unable to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to Closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. The date of the Closing as set forth in paragraph 12 below shall be extended by the number of days reasonably necessary to resolve any adverse environmental findings during the Inspection Period.

6b. WALK-THROUGH INSPECTION/RE-INSPECTION. On the day prior to Closing, or on the Closing date, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property.

6c. ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES. At Buyer's option and cost, Seller will, at Closing assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, obtain a current certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) daytime period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9a. TENANCIES. Seller warrants and represents that the Property is an occupied 65-unit senior housing facility which is operating under a Lease Agreement between the Seller and Mia Casa at North Miami, LLC, a Florida limited liability company ("Tenant") that was executed on September 15, 2019, shall be canceled at Closing. Seller further warrants and represents that the Tenant and Buyer entered into a month-to-month agreement that was executed on April 24, 2020, shall be canceled at Closing and that other than the individuals occupying the Property from time to time under the auspices of the Tenant's and Buyer's programs offered at the Property,

Seller represents to Buyer that other than the Lease Agreement and month to month agreement, there are no extant leases, agreements or understandings entered into by Seller affecting the possession, use or occupancy of the Property.

9b. It is further agreed that at Closing the Tenant and Buyer shall enter into a Services Agreement that will run concurrently, together with the capital funding, that will allow Tenant, to manage, operate, maintain and improve the Property and provide senior housing without interruption commencing on October 1, 2022, and Ending on September 30, 2025.

10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any, and all revenue, if any, shall be prorated to the day prior to Closing.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before Closing by the Seller. If a pending lien has been filed against the Real Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.

12. CLOSING. The closing of this transaction ("Closing") shall be completed within ninety (90) days of the Effective Date of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of Closing shall be mutually agreed to by Buyer and Seller.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence of this Contract. All obligations are subject to acts of God or nature or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. This provision survives the termination or expiration of this Contract, as well as the Closing.

15. EXPENSES. Seller shall be responsible for recording fees on the General Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

16. LOSS. All risk of loss to the Real Property shall be borne by Seller until transfer of title.

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this Contract.

18. POSSESSION. Seller shall deliver possession of the Real Property with the conditions set forth in Paragraph 3 to the Buyer at Closing.

19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In addition to specific performance, a non-defaulting party may terminate the Contract if a defaulting party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting party. Such default notice shall be sent in writing via U.S. Mail or via electronic communication. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. **EFFECTIVENESS.** The effectiveness of this Contract is contingent upon approval by (i) the Miami-Dade County Board of County Commissioners ("Board"), however, that such Board approval shall not be effective until the earlier of: a) the date the Mayor of Miami-Dade County indicates approval of such Commission action or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

29. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

30. **COUNTERPARTS.** This Contract may be executed in counterparts by each party on a separate but identical counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

**NOTICE.** All communications regarding this transaction shall be directed to:

as to Buyer:

Idania Barroso, Real Estate Officer  
Miami-Dade County, Internal Services Department  
111 NW 1<sup>st</sup> Street, 21<sup>st</sup> Floor  
Miami, Florida 33128  
Idania.Barroso@miamidade.gov

With a copy to:

Victoria Mallette, Executive Director  
Miami Dade Homeless Trust  
111 NW 1<sup>st</sup> Street  
Miami, Florida 33128  
Victoria.mallette@miamidade.gov

as to Seller:

Alicio Pina, Manager  
FVP Eden Gardens, LLC  
15500 New Barn Road, Suite 104  
Miami Lakes, Fl. 33014  
apina@fvpre.com

[SIGNATURES APPEAR ON FOLLOWING PAGES]  
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IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

BUYER:

MIAMI-DADE COUNTY

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

By: \_\_\_\_\_  
Daniella Levine Cava,  
County Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

SELLER:

FVP Eden Gardens, LLC

\_\_\_\_\_  
Print

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

\_\_\_\_\_  
Witness

Print: Alvaro Pina  
Title: Manager

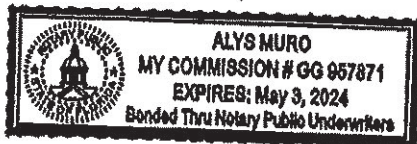
IRIS M. AVERHOFF  
Print

Date: 08/26/2022

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY, that on this 26 day of August, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Alvaro Pina, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami Lakes in the County and State aforesaid, on this, the 26 day of August, 2022



NOTARY SEAL / STAMP

\_\_\_\_\_  
Notary Public (SEAL)

Alvaro Muro  
Print Name  
Notary Public, State of Florida  
My Commission expires May 3, 2024

**JOINDER AND CONSENT OF TENANT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT Mia Casa at North Miami, LLC, a Florida limited liability company (hereinafter "Tenant"), hereby certifies that it is the tenant or lessee of that certain Lease dated September 15, 2019 (hereinafter "Lease") which encumbers the property described on Exhibit "A" attached hereto and incorporated herein, owned by FVP Eden Gardens, LLC, a Florida limited liability company, (hereinafter "Seller"). The Tenant hereby joins in and consents to the Contract for Sale and Purchase between Seller and Miami-Dade County, a Political Subdivision of the State of Florida as Buyer, for sale of the property.

26<sup>th</sup> IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this day of August, 2022.

[Signature]  
Witness  
Elizabeth Acosta M.  
Print  
[Signature]  
Witness  
Michael J. Munoz  
Print

TENANT:  
Mia Casa at North Miami, LLC  
By: [Signature]  
Print: Santos R. Munoz  
Title: PRESIDENT  
Date: 8/26/22

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of August, 2022 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Santos R. Munoz, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at \_\_\_\_\_ in the County and State aforesaid, on this, the 26<sup>th</sup> day of August, 2022

Notary Public [Signature]  
**CLAUDIA A RIZO**  
Notary Public-State of F.  
Commission # GG 020  
My Commission Expires (SEAL)  
October 31, 2023



NOTARY SEAL / STAMP

Print Name  
Notary Public, State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

**EXHIBIT "A" to Contract for Sale and Purchase**  
**Legal Description of Real Property**

---

Folio No.: 06-2230-031-0390

Lots 27, 28, 38, 39, 40, and 41 Block 8 GRIFFIN BISCAYNE PARK ESTATES, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida, less the northwesterly 5 feet of Lots 38, 39, and 40 and less the external area formed by a 25-foot radius are at the Northwest corner of Lot 40, running tangent to the property lines hereby established, of the Public Records of Miami-Dade County, Florida.

Commonly Known as: 12221 W. Dixie Highway, North Miami, Fl. 33161-5427

## **EXHIBIT "B"**

**Facility has 60 Fully Furniture rooms that include the following items.**

- Two (2) Nightstands per room
- Two (2) Dressers per room
- Two (2) Night Touch lamps per room
- Two (2) Twin Beds
- One (1) Television
- Two (2) Telephones (the two telephones were non-functioning and removed by current operator)

### **Receptionist Area Furniture**

- One (1) Communication system (telephone)
- One (1) Cubicle System
- One (1) Desk top Computer
- One (1) Sofa
- One (1) Credenza
- One (1) Wall Clock

### **Culinary Department**

- One (1) Commercial Kitchen 6-burner Range
- One (1) Walk-in Refrigerator
- One (1) Walk-in Freezer
- One (1) Commercial Ice Maker Machine
- One (1) Food Warmer
- One (1) Commercial Stand Mixer
- One (1) Prep Table
- One (1) Double Door Refrigerator
- One (1) One Compartment Sink
- One (1) Three Compartment Sink
- One (1) Commercial Coffee Maker
- One (1) Commercial Sandwich Grill (item was removed / inoperable)
- One (1) Commercial Griddle
- One (1) Commercial Dishwasher (The dishwasher is leased equipment)
- One (1) Hand Washing Sink
- Assorted Kitchen Pots and Pans

### **Laundry Department**

- Two (2) Commercial Washing Machine (Washing machines are leased)
- Two (2) Commercial Dryer (Dryers are leased)
- One (1) Residential Washing Machine
- One (1) Residential Dryer
- Two (2) Hotel Style Linen Carts

- Four (4) Housekeeping Carts
- Bed Linens for 120 Beds

#### **Dining Room**

- Twenty (20) Dining Tables
- Sixty (60) Dining Chairs
- Three (3) Sofas
- One (1) Bistro Set
- One (1) Baby Grand Piano
- Two (2) Microwave Ovens

#### **Administration Department**

- Seven (7) Desk Top Computers (Items were removed / inoperable)
- Two (2) Commercial Printers (Items were removed / inoperable)
- Seven (7)-Office Chairs (Items were removed / inoperable)
- One (1) Commercial Shredder
- Seven (7) Large File Cabinets (Items were removed / inoperable)
- Seven (7) Bookshelves (Items were removed / inoperable)
- Four (4) Office Desks
- Four (4) Office Chairs
- One (1) Commercial Shredder
- Three (3) Large File Cabinets
- One (1) Small File Cabinet
- One (1) Office Station
- Four (4) Bookshelves

#### **Equipment**

- One (1) Large Main Generac 60 kw Stand By generator
- One (1) Small Generac OHVI – Engine Oil Generator (Not in use – non-operable)

Revised by R. Solano  
August 11, 2022.

**EXHIBIT "C"**

**GENERAL WARRANTY DEED**

Instrument prepared by and returned to:  
Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

**Folio Number: 06-2230-031-0390**  
**USER DEPT.: Miami-Dade Homeless Trust Department**

**WARRANTY DEED**

**THIS WARRANTY DEED** is made this 26 day of August, 2022 by and between **FVP EDEN GARDENS LLC**, a Florida limited liability company (hereinafter referred to as the "Grantor"), whose mailing address is 15500 New Barn Road, Suite 104 Miami Lakes, Fl. 33014 and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Suite 17-202, Miami, Florida 33128.

Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

**WITNESSETH**

**GRANTOR**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee and Grantee's heirs, successors and assigns forever, that certain parcel of land situate and being in Miami-Dade County, Florida (the "Property"), to wit:

**Legal Description**

**Lots 27, 28, 38, 39, 40, and 41 Block 8 GRIFFIN BISCAYNE PARK ESTATES, according to the Plat thereof, as recorded in the Public Records of Miami-Dade County, Florida, less the northwesterly 5 feet of Lots 38, 39, and 40 and less the external area formed by a 25-foot radius are at the Northwest corner of Lot 40, running tangent to the property lines hereby established, of the Public Records of Miami-Dade County, Florida.**

**PROPERTY ADDRESS: 12221 W. Dixie Highway, North Miami, Fl. 33161-5427**

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2022 and subsequent years; (b) reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same.

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

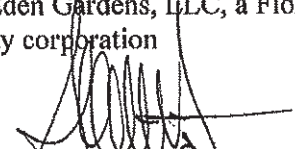
TO HAVE and to hold the same in fee simple forever.

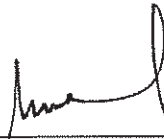
GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

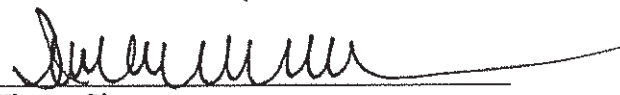
IN WITNESS WHEREOF, Grantor has executed this instrument under seal on the date aforesaid.

Signed sealed and delivered in the Presence of:

GRANTOR:  
FVP Eden Gardens, LLC, a Florida limited liability corporation

By:   
Name: Alica Pina  
Title: Manager

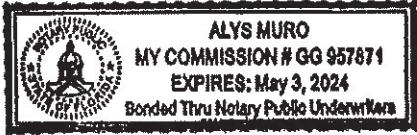
  
\_\_\_\_\_  
Witness Signature  
Printed Name Alysmoro

  
\_\_\_\_\_  
Witness Signature  
Printed Name IRIS M. Arcehoff

STATE OF FLORIDA            )  
  ) ss.:  
COUNTY OF MIAMI-DADE    )

I HEREBY CERTIFY, that on this 26 day of August, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Alica Pina, who  is personally known to me, or proven, by producing ( ) the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at Miami Lakes in the County and State aforesaid,  
on this 26 day of August, 2022



[Signature] (SEAL)  
Notary Public  
Alys Muro  
Print Name  
Notary Public, State of Florida  
My Commission Expires: May 3, 2024

NOTARY SEAL/STAMP

The foregoing was accepted and approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ A.D., by  
Resolution No. R-\_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County,  
Florida.

Approved for Legal Sufficiency: \_\_\_\_\_  
\_\_\_\_\_, Assistant County Attorney

Instrument Prepared by and Return To:

ISD/ Real Estate Development Division  
111 NW 1 Street, Suite 2400  
Miami, Florida 33128

Folio No.: 06-2230-031-0390

**OWNERSHIP DISCLOSURE AFFIDAVIT**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared, Alicio Pina on this 31 day August of 2022, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) FVP Eden Gardens, LLC whose address is 15500 New Barn Rd, Ste 104, Miami Lakes, FL 33014 is the record owner(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property." The following is a list of every individual and entity holding an ownership interest in the disclosing entity:

<u>Name</u>	<u>Address</u>	<u>Interest %</u>
<u>Alicio Pina &amp; Nirma Pina as Tenants by the Entirety</u>	<u>7081 TORPIN PC, Miami Lakes FL 33014</u>	<u>50 %</u>
<u>EDWARD FARAH &amp; ROSEMARY FARAH AS TENANTS BY THE ENTIRETY</u>	<u>7045 GLENDALE DR, MIAMI- LAKES, FL 33014</u>	<u>43.1 %</u>
<u>CARLOS FARAH &amp; SANDRA FARAH AS TENANTS BY THE ENTIRETY</u>	<u>13840 MUSTANG TRL, SW RANCHES, FL 33330</u>	<u>6.9 %</u>

**FURTHER AFFIANT SAYETH NOT.**



[Signature]  
Witness

Alyc Aloro  
Print

[Signature]  
Witness

Aalay Pereira  
Print

AFFIANT:  
[Signature]

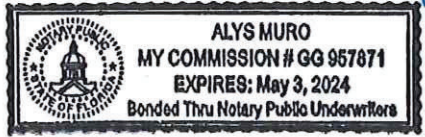
By: Alyc Aloro

Date: 08/31/2022

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY, that on this 31 day of August, 2022, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Alyc Aloro, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami Lakes in the County and State aforesaid, on this, the 31 day of August, 2022.



NOTARY SEAL / STAMP

[Signature] (SEAL)  
Notary Public

Alyc Aloro  
Print Name  
Notary Public, State of Florida  
My Commission expires May 3, 2024

Mia Casa at North Miami, LLC  
Mia Casa Housing Program  
Grant Number: MIACASA-HOUSING I

**MIA CASA**  
**SERVICES AGREEMENT**

This Grant Contract ( the "Contract" or "Grant Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Miami-Dade County, through the Miami-Dade County Homeless Trust, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1<sup>st</sup> Street, 27th Floor, Miami, Florida 33128 and **Mia Casa at North Miami, LLC./FEIN#: 84-2833719**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **12221 Harriet Tubman Highway, North Miami, Florida 33161** ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

**WHEREAS**, on April 24, 2020, in preparation for and in response to the COVID-19 pandemic, Miami-Dade County, through the Miami-Dade County Homeless Trust, entered into an agreement with Mia Casa at North Miami, LLC, to operate a quarantine and isolate site for senior citizens and other highly vulnerable persons experiencing homelessness who were at high risk of serious illness from the virus.

**WHEREAS**, Mia Casa at North Miami, LLC has provided housing and social services of value to the County and has demonstrated an ability or desire to continuing providing housing and services.

**WHEREAS**, Mia Casa, located at 12221 Harriet Tubman Highway in North Miami, Florida, 33161, previously operated as an Assisted Living Facility (ALF). The property includes 65 rooms with capacity for up to 120 individuals.

**WHEREAS**, Miami-Dade County, through the Miami-Dade County Homeless Trust, worked with FVP Eden Gardens, LLC, the owner of Mia Casa, together with Assisted Living Facility operator Mia Casa at North Miami, LLC, who was in a long-term leasing agreement with the owner, to acquire the property. The acquisition utilized Home Investments Partnership Program (HOME) funding made available through Miami-Dade Public Housing and Community Development and a grant from the Florida Department of Children and Families awarded during the Fiscal Year 2022-2023 Florida Legislative Session.

**WHEREAS**, with approval from the Board of County Commissioners, Mia Casa will be managed by the Homeless Trust and designated to serve as "bridge" permanent housing, with a prioritization for senior citizens ages 65 years and above and other highly vulnerable households.

**HEREAS**, the Services Agreement will run concurrently, together with the capital funding, and will allow Mia Casa at North Miami, LLC, to continue providing housing and services for a specialized population while also maintaining and improving the property.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services (**Attachment A**) and the Budget Documents (**Attachment B**) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.
- b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Homeless Trust ("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.
- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.
- f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A**, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.
- k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

**ARTICLE 2. AMOUNT PAYABLE.** Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

- **Mia Casa Housing and Services** **\$ 4,479,228.12**  
**(\$1,493,076.00 per year for three (3) years)**

- **Mia Casa Capital Fund** \$ 1,500,000.00

Both parties agree that should available Miami-Dade County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined in the County's sole discretion.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion and approval, may allow Provider an advance of up to two (2) months once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County. \*\*Note: This is not applicable to this agreement.

**ARTICLE 3. SCOPE OF SERVICES**

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as **Attachment A**.

The Provider shall implement the Scope of Services as described in **Attachment A** in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

**ARTICLE 4. BUDGET SUMMARY**

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B, Budget**.

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line-item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

**ARTICLE 5. EFFECTIVE TERM**

Both parties agree that the Effective Term of this Contract shall commence on October 1, 2022 and terminate at the close of business on September 30, 2025. Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

**ARTICLE 6. INDEMNIFICATION BY PROVIDER**

A. **Government Entity.** Government entity 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 Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

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

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

**ARTICLE 7. INSURANCE**

If the total dollar value of all County contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Chapter 440, Florida Statutes.

**B. All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1<sup>st</sup> Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

- A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2340  
Miami, Florida 33128

- B. Worker's Compensation Insurance for all employees of the Provider as required by Chapter 440, Florida Statutes.

- C. Commercial General Liability Insurance 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.

- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than \$300,000\* combined single limit per occurrence for bodily injury and property damage.

\*NOTE: For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

- E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than \$250,000.

- F. 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:

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

OR

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

- G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

- H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.
- I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.
- J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a \$25,000 threshold. In the event that the Provider whose original total combined award in less than \$25,000, but receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in this Article shall apply.
- K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

**ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING**

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

**ARTICLE 9.      CONFLICT OF INTEREST**

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

C. **Nepotism.** Notwithstanding the provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:



1. By blood or adoption: Parent or child(ren)
2. By marriage: Current spouse or domestic partner, stepparent, or stepchild; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e. the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program, and providing services without the written approval of the Executive Director of the Provider, will be subject to the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form (**Attachment P**) for staff members seeking services.

## **ARTICLE 10. CIVIL RIGHTS**

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public

accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

**ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would

be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

**ARTICLE 12. NOTICE REQUIREMENTS**

Notice under this Contract shall be sufficient if made in writing, delivered personally or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County  
Homeless Trust 111 N.W. 1<sup>st</sup> Street, 27th Floor  
Miami, Florida 33128  
Attention: Victoria Mallette, Executive Director  
Electronic mail: VMallette@miamidade.gov

If to the PROVIDER:

Mia Casa at North Miami, LLC  
12221 Harriet Tubman Highway  
North Miami, FL 33161  
Attention: Roxana Solano  
Electronic mail: [r.solano@villaserenagroup.com](mailto:r.solano@villaserenagroup.com)

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 13. AUTONOMY**

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**ARTICLE 14. SURVIVAL**

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES**

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds

allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C**) and the State Affidavits (**Attachment D**)  **Applicable**  **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

- a. **HMIS-** Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

**Applicable**  **Not Applicable**

- b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

**Applicable**  **Not Applicable**

- c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

**Applicable**    **Not Applicable**

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**ARTICLE 16. TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

This Contract is subject to the ratification and approval by the Miami-Dade County Board of County Commissioners and shall be void unless approved by the Board of County Commissioners.

The County may also, in its sole discretion, terminate the contract.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the healthy, safety, or welfare of the County then it may do so upon twenty-four (24) hours notice to the Provider.

**ARTICLE 17. PAYMENT PROCEDURES**

The County agrees to pay the Provider for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

1. **How payment will be made.** Payment requests shall be made to the County on a monthly basis and shall be signed by the Executive Director, Financial Officer or authorized designee of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E “Primary Care Invoice for Services”**. The payment request for the previous month is due by the 15th of the month following the month for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. The parties agree that this is a **reimbursement Agreement** and the Provider will receive reimbursement for services rendered based on an approximate per diem rate as follows:
  - a. Mia Casa Housing Program Beds: \$34.09 per bed per day with prioritization for senior citizens ages 65 and older or other highly vulnerable households. actual expenses with supported documentation.
4. Maximum monthly reimbursements are limited as follows:
  - a. Mia Casa Housing Program Beds: up to 120 (one hundred twenty) billable beds each month multiplied by the number of calendar days in each month. The Provider must submit documentation to substantiate bed occupancy each month.
  - b. The Provider must also provide documentation of expenses approved in the Budget (**Attachment B**) related to the provision of services to the occupants monthly. A reconciliation of expenses will be conducted on a quarterly basis to monitor grant expenditures.

5. As applicable, during the period of N/A through N/A, the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services
6. N/A Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
7. N/A Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
8. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based/per diem Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 10<sup>th</sup> of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of



submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

**E. Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

- |  | Applicable as indicated             |
|--|-------------------------------------|
| 1. Monthly Payment Requests/Invoice For Services ( <b>Attachment E</b> )         | <input checked="" type="checkbox"/> |
| 2. <b>Monthly Payment Request (Attachment F)</b>                                 | <input checked="" type="checkbox"/> |
| 3. Monthly Performance Reports ( <b>Attachment G</b> )                           | <input checked="" type="checkbox"/> |
| 4. Outcome Performance Measurements Monthly Report ( <b>Attachment H</b> )       | <input type="checkbox"/>            |
| 5. Program Income/Client Contribution ( <b>Attachment I</b> )                    | <input checked="" type="checkbox"/> |
| 6. Client Attendance Roster ( <b>Attachment J</b> )                              | <input checked="" type="checkbox"/> |
| 7. Quarterly Vacancy / Permanent Housing Placement Report( <b>Attachment K</b> ) | <input type="checkbox"/>            |

**Performance Reports.** The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall be submitted by the Provider, as required.

**F. Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have

the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

**ARTICLE 18. PROHIBITED USE OF FUNDS**

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

**ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW**

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Provider's most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was

present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment M**); (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require

that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of  three (3) years or  \_\_\_\_\_ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

**J. Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;
- (3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
- (8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

**K. Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit

the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1<sup>st</sup> of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

**N. Continuum of Care (CoC) Coordinated Intake and Assessment Process**

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

**O. Public Records**

Pursuant to Section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

(b) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Contractor does not transfer the records to the County; and

(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

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

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701, Florida Statutes, shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701, Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this Agreement, contact Miami-Dade County's Custodian of Public Records at:**

**Miami-Dade County**  
**Homeless Trust**  
**111 NW 1<sup>st</sup> Street, 27<sup>th</sup> Floor, Suite 310**  
**Miami, Florida 33128**  
**Attention: Victoria L. Mallette, Executive Director**  
**Email: [vmallette@miamidade.gov](mailto:vmallette@miamidade.gov)**

**ARTICLE 20. Office of Miami-Dade County Inspector General**

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

**ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS**

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

- 1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.
- 2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the

portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

- 3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- 4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.
- 5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

## **ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Provider agrees to comply, subject to applicable professional standards, with the provisions of



any and all applicable Federal, State and the County's orders, statutes, ordinances, rules and regulations that may pertain to the Services required under this Contract, including but not limited to:

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.
- d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.
- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.
- f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

**ARTICLE 23. MISCELLANEOUS**

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on

all materials) for the support of all contracted activities. 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 Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant.** The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

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

I. **Incident Reports.** The Provider must report to the Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs. The following are identified as critical incidents as defined in *CF-OP 215-6 (Attachment N-1)*:

- Child-on-Child Sexual Abuse
- Child Arrest
- Child Death
- Adult Death
- Elopement refers to court ordered clients that run away and do not return
- Employee Arrest
- Employee Misconduct
- Escape
- Missing Child
- Security Incident – Unintentional
- Significant Injury to Clients
- Significant Injury to Staff
- Suicide Attempt
- Sexual Abuse/Sexual Battery

II. The Provider is to utilize the "Incident Report" form attached as **Attachment N**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27<sup>th</sup> Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, with it recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

K. **Third Party Beneficiaries.** The Parties agree that this contract has no intended or unintended third party beneficiaries.

L. **Property.** This section applies to equipment with an acquisition cost of \$5,000 or more per unit and all real property.

1. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for \$5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
2. All equipment with an acquisition cost of \$5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider t after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" (**Attachment O**).
3. All equipment with an acquisition cost of \$5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami Dade County Affidavits
Attachment D:	State Affidavits (Not applicable)
Attachment E:	Primary Care Invoice for Services
Attachment F:	Monthly Payment Requests Reports
Attachment G:	Monthly Performance Reports
Attachment H:	Outcome Performance Measurements Monthly Report (Not applicable)
Attachment I:	Client Contribution Report/Program Income Report
Attachment J:	Client Attendance Roster
Attachment K:	Vacancy/Permanent Housing Placement Report (Quarterly) (Not applicable)
Attachment L:	Annual Performance Report & Annual Actual Expenditure Report
Attachment M:	W-9 Form
Attachment N:	Incident Report
Attachment N-1:	CF Operating Procedure 215-6 – Incident Reporting

Attachment O: Provider Asset Inventory Report  
Attachment P: Client Services Certification Form  
Attachment Q: Tenancy Agreement

M. **Entire Agreement.** No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

IN WITNESS WHEREOF, the parties have executed this Contract, along with all of its Attachments, effective as of the contract date herein above set forth.

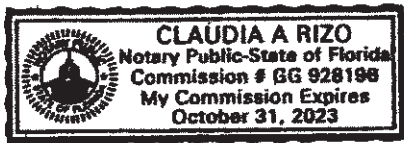
**MIA CASA AT NORTH MIAMI, LLC.**

Signed By: [Signature]  
Name: GONZOS R MUÑOZ  
Title: CEO  
Date: 08/24/2022

Attest: [Signature]  
Authorized Person OR  
Notary Public

Print Name: Claudia A RIZO  
Title: Notary public

Corporate Seal OR Notary Seal/Stamp:



**MIAMI-DADE COUNTY**

Signed By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: HARVEY RUVIN, Clerk  
Board of County Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to form and legal sufficiency. See memorandum dated \_\_\_\_\_.

# Miami-Dade County's Affidavits and Declarations



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

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

## ALL SECTIONS MUST BE COMPLETED

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

STATE OF ( Florida )  
COUNTY OF ( Dade )  
COUNTRY OF ( United State )

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

That he or she is the duly authorized representative of (Name of Entity) Mia Casa at North Miami LLC

(Address of Entity) 12221 West Dixie Hwy Miami FL, 33161 Post Office  
**addresses are not acceptable.**

842833719

Federal Employment Identification Number

Mia Casa At North Miami LLC (hereinafter referred to as the contracting  
"entity"), and that he or she is the entity's (Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

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

# Miami-Dade County's Affidavits and Declarations

<b>1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (SECTION 2-8.1 OF THE COUNTY CODE)</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial <b>(JA)</b>
<p>If the contract or business transaction is with a <b>corporation</b>, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock.</p> <p>If the contract or business transaction is with a <b>partnership</b>, the foregoing information shall be provided for each partner.</p> <p>If the contract or business transaction is with a <b>trust</b>, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and address are outlined below. <b>Post Office addresses are not acceptable.</b></p>	
Santos R. Munoz, 12221 Harriet Tubman Hwy (Full Legal Name, Address, % Ownership)	- 100% Ownership NORTH Miami FL 33161 (Full Legal Name, Address, % Ownership)
_____ (Full Legal Name, Address, % Ownership)	_____ (Full Legal Name, Address, % Ownership)
The full legal names and business address of any other individual (other than subcontractors, material person, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County are:  <b>Post office addresses are not acceptable</b>	
Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in jail for up to sixty (60) days or both.	



## Miami-Dade County's Affidavits and Declarations

<b>2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (COUNTY ORDINANCE 90-133, AMENDING SECTION 2.8-1; SUBSECTION (d)(2) OF THE COUNTY CODE)</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial <input checked="" type="checkbox"/>												
Except where precluded by Federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transaction business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.													
Does your firm have a collective bargaining agreement with its employees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
Does your firm provide paid health care benefits for its employees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
Provide a current breakdown (number of persons) of your firm's work force and ownership (below):													
<b>White:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"><b>Males</b></td> <td style="width: 50%; padding: 2px;"><b>Females</b></td> </tr> <tr> <td style="padding: 2px;">Males 1</td> <td style="padding: 2px;">Females 2</td> </tr> <tr> <td style="padding: 2px;">Males 3</td> <td style="padding: 2px;">Females 7</td> </tr> <tr> <td style="padding: 2px;">Males</td> <td style="padding: 2px;">Females</td> </tr> <tr> <td style="padding: 2px;">Males</td> <td style="padding: 2px;">Females</td> </tr> <tr> <td style="padding: 2px;">Males</td> <td style="padding: 2px;">Females</td> </tr> </table>	<b>Males</b>	<b>Females</b>	Males 1	Females 2	Males 3	Females 7	Males	Females	Males	Females	Males	Females
<b>Males</b>	<b>Females</b>												
Males 1	Females 2												
Males 3	Females 7												
Males	Females												
Males	Females												
Males	Females												
<b>Black:</b>													
<b>Hispanic:</b>													
<b>Asian:</b>													
<b>American Native:</b>													
<b>Aleut (Eskimo):</b>													

## Miami-Dade County's Affidavits and Declarations

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

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

# Miami-Dade County's Affidavits and Declarations

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

Pertains   
N/A   
Initial  (M/A)

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

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

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

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

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

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

The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months; and

yes an additional statement is applicable or  no an additional statement is not applicable.

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

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

## Miami-Dade County's Affidavits and Declarations

<b>6. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT</b> (County Ordinance No.142-91 codified as Section 11A-29 et. seq of the County Code)	Pertains <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Initial (JA)
That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:  An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.  The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.	

<b>7. MIAMI-DADE COUNTY DISABILITY NONDISCRIMINATION AFFIDAVIT (County Resolution R-385-95)</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial (JA)
That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat. 327, 42 U. S. C. 12101-12213 and 47 U. S. C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodation and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794: The Federal Transit Act, as amended 49 U. S. C. Section 1612: The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State.	

<b>8. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial (JA)
Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.	

# Miami-Dade County's Affidavits and Declarations

<b>9. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS</b>	Pertains <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Initial ( )
The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.	

<b>10. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).</b>	Pertains <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Initial ( )
The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.	

<b>11. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial ( )
That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:	
<ol style="list-style-type: none"> <li>1. danger of drug abuse in the workplace;</li> <li>2. the firm's policy of maintaining a drug-free environment at all workplaces;</li> <li>3. availability of drug counseling, rehabilitation and employee assistance programs;</li> <li>4. penalties that may be imposed upon employees for drug abuse violations.</li> </ol>	
The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.	
Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.	

## Miami-Dade County's Affidavits and Declarations

<b>12. ATTESTATION REGARDING DUE AND PROPER ACKNOWLEDGEMENT OF COUNTY FUNDING SUPPORT</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial <input checked="" type="checkbox"/>
By initialing this subsection and accepting County funds, the above named firm, corporation, organization or individual agrees to abide by the grant contract requirement to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.	

<b>13. MIAMI-DADE COUNTY RESOLUTION NO. R-630-13 REQUIRING A DETAILED PROJECT BUDGET, SOURCES AND USES STATEMENT, CERTIFICATIONS AS TO PAST DEFAULTS ON AGREEMENTS WITH NON-COUNTY FUNDING SOURCES, AND DUE DILIGENCE CHECK</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial <input checked="" type="checkbox"/>
Pursuant to Miami-Dade County Resolution No. R-630-13, requiring a detailed project budget, sources and uses statement, certifications as to past defaults on agreements with non-county funding sources and due diligence check prior to the County Mayor or County Mayor's designee recommending a commitment of Miami-Dade County funds to Social Services, Economic Development, Community Development, and Affordable Housing Agencies and Providers. The undersigned entity certifies, to the best of his or her knowledge and belief, that:	
1. Within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members:	
(i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;	
(ii) have been cited by a funding source for non-compliance or default under a contract;	
(iii) have been a defendant in a lawsuit based upon a contract with a funding source.	
Please list any matters which prohibit the Agency from making the certifications required and explain how the matters are being resolved (use separate sheet if necessary):	

<b>14. MIAMI-DADE COUNTY RESOLUTION No. R-478-12 NOT TO USE PRODUCTS OR FOODS CONTAINING "PINK SLIME"</b>	Pertains <input type="checkbox"/> N/A <input type="checkbox"/> Initial <input checked="" type="checkbox"/>
Pursuant to Miami-Dade County Resolution No. R-478-12, the undersigned certifies, not to use meat products containing "Pink Slime" in food provided or served as part any food program; urging all who provide food services or operate a food program to immediately discontinue using meat products containing "pink slime" in food provided or served in these programs.	

# Miami-Dade County's Affidavits and Declarations

<b>15. MIAMI-DADE COUNTY REQUIRED LOBBYIST REGISTRATION FOR ORAL PRESENTATION Section 2-11.1(i)(2) CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE</b>	Pertains <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Initial <b>(A)</b>
All lobbyists shall register with the Clerk of the Board of County Commissioners within five (5) business days of being retained as a lobbyist or before engaging in any lobbying activities, whichever shall come first. Every person required to so register shall:	
<ol style="list-style-type: none"> <li>1. Register on forms prepared by the Clerk;</li> <li>2. State under oath his or her name, business address and the name and business address of each person or entity which has employed said registrant to lobby. If the lobbyist represents a corporation, the corporation shall also be identified. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five (5) percent or more ownership interest in such corporation, partnership, or trust. Registration of all lobbyists shall be required prior to January 15 of each year and each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.</li> <li>3. Prior to conducting any lobbying, all principals must file a form with the Clerk of the Board of County Commissioners, signed by the principal or the principal's representative, stating that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of a bid or proposal as evidence that a proposer or bidder is not a responsible contractor. Each principal shall file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent the principal.</li> </ol>	
<input checked="" type="checkbox"/> <b>By initialing here, the principals or principal's representative have filed with the Clerk of the Board of County Commissioners stating that a lobbyist is authorized to represent the principal.</b>	
<ol style="list-style-type: none"> <li>4. Any public officer, employee or appointee who only appears in his or her official capacity shall not be required to register as a lobbyist.</li> <li>5. Any person who only appears in his or her individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item, shall not be required to register as a lobbyist.</li> <li>6. Any person who only appears as a representative of a not-for-profit corporation or entity (such as a charitable organization, or a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item, shall register with the Clerk as required by the Ordinance subsection, but, upon request, shall not be required to pay any registration fees.</li> </ol>	
The Clerk of the Board of County Commissioners shall notify the Commission on Ethics and Public Trust of the failure of a lobbyist or principal to file a report and/or pay the assessed fines after notification. A lobbyist or principal may appeal a fine and may request a hearing before the Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Commission on Ethics and Public Trust within fifteen (15) calendar days of receipt of the notification of the failure to file the required disclosure form. The Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or part, based on good cause shown. The Commission on Ethics and Public Trust shall have the authority to adopt rules of procedure regarding appeals from the Clerk of the Board of County Commissioners.	
Except as otherwise provided in subsection of the Ordinance, the validity of any action or determination of the Board of County Commissioners or County personnel, board or committee shall not be affected by the failure of any person to comply with the provisions of this subsection(s). (Ord. No. 00-19, § 1, 2-8-00; Ord. No. 01-93, § 1, 5-22-01; Ord. No. 01-162, § 1, 10-23-01; Ord. No. 03-107, § 1, 5-6-03)	





Miami-Dade County's Affidavits and Declarations



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

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

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: \_\_\_\_\_, 20 22  
Signature of Witness or Secretary Seal Date

[Signature]  
Signature of Affiant

84-2833719  
Federal Employer Identification Number

Santos Rafael Munoz  
Printed Name of Affiant and Name of Agency

12221 West Dixie Hwy Miami FL 33161  
Address of Agency

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24 day of August, 2022

He/She is personally known to me or has presented DL M-520-796610220 as identification.  
Type of identification

[Signature]  
Signature of Notary

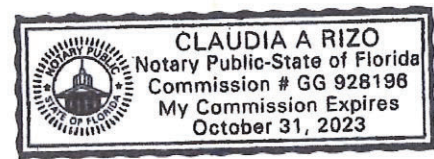
GG 928196  
Serial Number

Claudia A Rizo  
Print or Stamp Name of Notary

10/31/2023  
Expiration Date

Notary Public - State of Florida  
County of Dade

Notary Seal



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**MIA CASA AT NORTH MIAMI ,LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**12221 WEST DIXIE HWY**

**6** City, state, and ZIP code  
**NORTH MIAMI, FLORIDA 33161**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-					
--	--	--	---	--	--	--	--	--

**OR**

**Employer identification number**

8	4	-	2	8	3	3	7	1	9
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ 

Date ▶ **08/24/22**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Scope of Services  
for  
Mia Casa at North Miami, LLC**

Mia Casa at North Miami, LLC (“Provider”) will manage, operate, maintain and improve “bridge” Permanent Housing (PH) for households experiencing homelessness, with a priority for senior citizens ages 65 and over and other vulnerable persons experiencing homelessness, subject to the terms of the Services Agreement and Scope of Services.

The objective of the Mia Casa program is to facilitate housing stability through the provision of project-based housing with supportive services as may be necessary to assist the households in achieving and maintaining their housing stability while also preparing them to move onto other PH on their own or PH made available through the Continuum of Care.

Mia Casa is comprised of 65 units and will accommodate 120 individuals.

<b>Unit Model</b>	<b>No. of Units</b>
Shared Rooms	53
Studio	12
	65

The property sits on approximately 2.07 acres and includes shared and private bathrooms, a community kitchen, laundry facilities, covered courtyard and recreational area, and administrative offices.

Housing First Orientation

Mia Casa will provide PH/Bridge Housing with indefinite terms of stay as long as program participants comply with the terms of a tenancy agreement (Attachment Q). Participants may not be required to participate in behavioral health-related services, however, Provider may require participation in supportive services through client-centered case management to assist them in maintaining tenancy.

Mia Casa shall be governed by the Continuum of Care’s Housing First Framework and Permanent Housing Standards of Care, which may be amended from time to time. Provider shall submit a copy of the Client Rules and Regulations that apply to clients referred to Mia Casa pursuant to this Agreement; due within thirty (30) days following the execution of this Agreement, and any modifications or amendments thereto shall be submitted within fifteen (15) days of such changes to the Client Rules and Regulations.

Bridge PH residents will be provided with case management services by Provider staff. Residents will be offered additional services that further their housing stability, health and well-being. Such services may be offered by third parties or offered off-site through referral. Such

services will include, but not be limited to, health and behavioral health services and employment and job training services, as applicable.

Participants are responsible for paying 30% of their monthly adjusted income towards rent. Provider will maintain up to date accounting of all monies generated by and otherwise coming into Mia Casa, including program income contributed by clients. All such funds will be used to maintain, operate, and benefit the Mia Casa including to maintain the utilities, emergency fund, repair fund, discretionary fund, to cover the cost of expenses incurred by the facilities including all utilities, supplies needed to implement programs, wages, and salaries of employees.

#### Capital Needs

No later than May 31<sup>st</sup> of each year under this Agreement, or as necessary to deal with emergency circumstances, Mia Casa at North Miami, LLC shall submit an itemized list, including projected costs, of capital expenses in order of priority. The Homeless Trust will determine, based on need and in its sole discretion, the allocation of the capital funds to Mia Casa.

Unless waivers are secured, Mia Casa at North Miami, LLC will be required to comply with County requirements applicable to these capital improvements on this county-owned land. Mia Casa at North Miami, LLC agrees to comply with the provisions of any and all applicable Federal and State laws and the County's orders, statutes and ordinances.

The County's payment for pre-approved expenditures will be on a cost-reimbursement basis with payments made directly Mia Casa at North Miami, LLC. Payment will be limited to only those costs included in the proposed expenditures submitted to and approved by the Homeless Trust, which were incurred in accordance with the terms of the Agreement. All requests for payments along with supporting documentation, which shall include but not be limited to signed invoices and canceled checks for all expenditures, must be submitted to the Homeless Trust. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.

#### Fundraising

The Parties will work cooperatively to identify third party funding to operate and improve Mia Casa. Mia Casa at North Miami, LLC shall notify the County of any additional funding received for any activity described in the Services Agreement and Scope of Services. Such notification shall be in writing and received by the County within thirty (30) days of Provider notification by the funding source. The County, through the Homeless Trust, shall approve the receipt of these funds in writing, such approval shall not be unreasonably withheld.

#### Utilities

The PROVIDER shall pay all charges for, telephone service, water service and electricity used by the PROVIDER and shall provide facility maintenance, custodian services and maintenance and service of the fire alarm and security systems.

Taxes and Assessments

The Provider shall pay in full when due, and in any event before any penalty or interest attaches, all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Property and shall furnish to County official receipts evidencing the payment thereof.

Maintenance

The Provider agrees to maintain the landscape, lawn, buildings, and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

The Provider agrees to maintain and keep in good repair, condition and appearance, during the term of the Services Agreement or an extension or renewal thereof, the interior of the demised premises. The Provider shall be responsible for and shall repair any damage caused to the premises as a result of the Provider or the Provider's agents, employees, invitees, residents or visitors use of the premises, ordinary wear and tear excepted. The Landlord shall notify the Provider after discovering any damage which the Provider is responsible for repairing and the Provider shall make the necessary repairs promptly after said notice.

The Provider must secure in writing, the County's prior approval of design plans, capital improvement plans, operating plans, and substantial modifications to design and operating plans for all components of the Mia Casa including decorative details, operating plans of any subcontractors and any designs and operating plans previously approved by the County.

The Provider is required to comply with all county requirements, applicable to development and or improvement to county-owned lands such as but not limited to the ordinance governing the Arts in Public Places Building Program, as well as all applicable Federal, State and local laws, orders, statutes and ordinances.

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

Mia Casa Budget : 67 ROOMS - 120 Residents Beds

Account	Account Description	Mia Casa Annually	Mia Casa Monthly
<b>Expenses :</b>			
<b>Payroll</b>			
	Director & Administrator	\$ 93,598.20	\$ 7,799.85
	Guest Services & Activities (2)/Food	\$ 62,399.44	\$ 5,199.96
	Housekeeper (3)	\$ 76,958.52	\$ 6,413.21
	Case manager (3)	\$ 116,477.76	\$ 9,706.48
	Food Serv. Director & Food Serv. (3)	\$ 112,317.84	\$ 9,359.82
	Maintenance Director	\$ 35,359.32	\$ 2,946.61
	Computer/ITT-Support	\$ 4,800.00	\$ 400.00
	Purchasing Director	\$ 20,495.52	\$ 1,707.96
	TOTAL PAYABLE TAXES 20%	\$ 99,421.44	\$ 8,285.12
<b>Payroll Taxes</b>			
	FICA -Retirement		
	FICA -Medicare		
	SUTA		
	Total		
<b>Health &amp; Retirement Benefits</b>			
	Medical Insurance		
	Worker Compensation	\$ 42,000.00	\$ 3,500.00
	STD		
	LTD		
	Life & AD&D		
	Dental Insurance		
	Retirement ( 401K)		
	Employee Share		
	EPLI	\$ 14,400.00	\$ 1,200.00
	Total		
<b>FOOD</b>			
	Food	Produce - Vegetables - Dairy - Bakery	\$ 336,384.00 \$ 28,032.00
	Kitchen Supplies	Utensils - Paper Goods- Disposables	\$ 6,000.00 \$ 500.00
<b>Security Services</b>			
	Security		\$ 151,200.00 \$ 12,600.00
<b>Office Equipment Rental</b>			
	Office Supplies	Copy Paper / Pens/Folders/ Envelopes	\$ 1,800.00 \$ 150.00
	Postage & Shipping	Fedex /Post Mail/Courier	\$ 1,020.00 \$ 85.00
	Computer Licensing / Support	Printers/ Faxes/ Scanners	\$ 2,160.00 \$ 180.00
<b>Household Supplies</b>			
	Rooms	Linen , Towels, Pillows, Comforters/TV's	\$ 10,800.00 \$ 900.00
	Maintenance Supplies	Paint/ Tools	\$ 24,996.00 \$ 2,083.00
	Staff Uniforms	Uniforms Dry Clean/ Rental /Accordin.	\$ 7,200.00 \$ 600.00
	Uniwasher	Laundry Eq. Rental and Supplies	\$ 8,040.00 \$ 670.00
	Ecolab	Diswasher Eq. Rental and Supplies	\$ 3,000.00 \$ 250.00
<b>Building Expenses</b>			
	Pest Control	Rooms Sanitation , Pest removal	\$ 10,200.00 \$ 850.00
	Trash Removal	Waste Management	\$ 9,000.00 \$ 750.00
	Custodial / Graf. Maintenance	Plumbing/Locks/Repairs /Equip.Maint.	\$ 15,000.00 \$ 1,250.00
	Electrician / Plumber	Independent Contractors	\$ 4,992.00 \$ 416.00
	Aconditioning Repairs / Maint.	Repairs / Maintenance	\$ 5,040.00 \$ 420.00
	Landscaping	Irrigation - Trees Trimming -Removal	\$ - \$ -
	Drain Grease Trap		\$ - \$ -
	Vehicle Expense	Gas / Repairs /Tolls	\$ 7,800.00 \$ 650.00
	Property Insurance	GL/ Package / Property/ Umb./Wind	
	Liability Insurance		\$ 78,000.00 \$ 6,500.00
<b>Utilities</b>			
	Electric Bill	Electricity	\$ 76,296.00 \$ 6,358.00
	Water & Sewer	Water Services	\$ 10,980.00 \$ 915.00
	Gas - Waterheater	Hot Water	\$ -
<b>Communications</b>			
	Alarms	24 hours Monitoring Fire Sysytem	\$ 5,940.00 \$ 495.00
	Internet Services	Administration Offices and Rooms	\$ 1,800.00 \$ 150.00
	Cable TV / Security & Cameras	Building	\$ 7,200.00 \$ 600.00
	Corporate Phones	Corporative Lines	\$ 8,400.00 \$ 700.00
<b>Transportation</b>			
	Company Vehicles / Van		\$ 9,600.00 \$ 800.00
	Gasoline	Gas / Tolls	\$ 12,000.00 \$ 1,000.00
	<b>Total :</b>	\$ 1,493,076.04	\$ 124,423.01
	<b>Cost Per Person Per Day :</b>		\$ 34.56