

MEMORANDUM

Substitute
Agenda Item No. 5(F)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

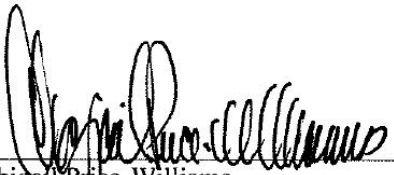
FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring property surplus and approving, - pursuant to sections 125.045 and 125.379, Florida Statutes, a lease and development agreement between the County and Wellspring Community Resources, Inc. ("Wellspring"), a Florida not-for-profit corporation, for three adjacent County-owned properties located at 14701 NW 27 Avenue, Opa-locka, Florida for development of a medical office complex along with affordable housing, for an initial term of 30 years with two 15-year renewal option periods, for a rental amount of \$1.00 per year for seven years and then based on varying percentages of market value for years 8 through 60 which is anticipated to total \$7,024,087.99 for the initial and renewal terms; revising the inventory list of real property after a public hearing to include the two properties to be developed with affordable housing; authorizing the County Mayor to execute the lease and a rental regulatory agreement, to exercise rights set forth therein, and to take all actions necessary to effectuate same; rescinding Resolution No. R-432-15 which allocated \$2,800,000.00 of Building Better Communities General Obligation Bond Program Project 320 – "Economic Development in Targeted Urban Areas" funds to Urban Health and Wellness Group, Inc; approving allocation of up to \$2,800,000.00 from Project 320 funds to Wellspring to fund eligible infrastructure and grant agreement with Wellspring for same; authorizing County Mayor to execute grant agreement and enforce all provisions and exercise all rights set forth therein

Resolution No. R-822-20

This substitute differs from the original version in that rather than directing the County Mayor to negotiate a grant agreement for the use of Building Better Communities General Obligation Bond Program economic development funds, the substitute attaches the final, negotiated agreement to this item in order to obtain the Board's approval for same.

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



Abigail Price-Williams
County Attorney

APW/uw



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Substitute
Agenda Item No. 5(F)

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 _____

Substitute
Agenda Item No. 5(F)
8-31-20

RESOLUTION NO. _____ R-822-20

RESOLUTION DECLARING PROPERTY SURPLUS AND APPROVING, PURSUANT TO SECTIONS 125.045 AND 125.379, FLORIDA STATUTES, A LEASE AND DEVELOPMENT AGREEMENT BETWEEN THE COUNTY AND WELLSRING COMMUNITY RESOURCES, INC. (“WELLSRING”), A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THREE ADJACENT COUNTY-OWNED PROPERTIES LOCATED AT 14701 NW 27 AVENUE, OPA-LOCKA, FLORIDA FOR DEVELOPMENT OF A MEDICAL OFFICE COMPLEX ALONG WITH AFFORDABLE HOUSING, FOR AN INITIAL TERM OF 30 YEARS WITH TWO 15-YEAR RENEWAL OPTION PERIODS, FOR A RENTAL AMOUNT OF \$1.00 PER YEAR FOR SEVEN YEARS AND THEN BASED ON VARYING PERCENTAGES OF MARKET VALUE FOR YEARS 8 THROUGH 60 WHICH IS ANTICIPATED TO TOTAL \$7,024,087.99 FOR THE INITIAL AND RENEWAL TERMS; REVISING THE INVENTORY LIST OF REAL PROPERTY AFTER A PUBLIC HEARING TO INCLUDE THE TWO PROPERTIES TO BE DEVELOPED WITH AFFORDABLE HOUSING; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXECUTE THE LEASE AND A RENTAL REGULATORY AGREEMENT, TO EXERCISE RIGHTS SET FORTH THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; RESCINDING RESOLUTION NO. R-432-15 WHICH ALLOCATED \$2,800,000.00 OF BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT 320 – “ECONOMIC DEVELOPMENT IN TARGETED URBAN AREAS” FUNDS TO URBAN HEALTH AND WELLNESS GROUP, INC; APPROVING ALLOCATION OF UP TO \$2,800,000.00 FROM PROJECT 320 FUNDS TO WELLSRING TO FUND ELIGIBLE INFRASTRUCTURE AND GRANT AGREEMENT WITH WELLSRING FOR SAME; AUTHORIZING COUNTY MAYOR OR MAYOR’S DESIGNEE TO EXECUTE GRANT AGREEMENT AND ENFORCE ALL PROVISIONS AND EXERCISE ALL RIGHTS SET FORTH THEREIN

WHEREAS, Wellspring Community Resources, Inc. (“Wellspring”) is a Florida not-for-profit corporation organized for the purpose of providing benefits to underserved Miami-Dade

County residents by conducting community needs assessments, developing programming to meet identified needs, and securing funding for same, including but not limited to health, housing and social services; and

WHEREAS, the City of Opa-locka (“Opa-locka”) has been designated as a Health Professional Shortage Area (HPSA) and Medically Underserved Area/Medically Underserved Population (MUA/P) by the Health Resources and Services Administration of the United States Department of Health & Human Services; and

WHEREAS, HPSA and MUA/P designations identify Opa-locka as an area experiencing a shortage of health care professionals and primary care, dental, and mental health services; and

WHEREAS, in its 2019 Community Health Assessment, the Florida Department of Health considered socio-needs throughout the County, measured health and access to care, uninsured rates and economic disadvantage, and determined that Opa-locka had a greater socioeconomic need, a higher uninsured rate and a lower median household income when compared to the County as a whole; and

WHEREAS, the County owns three adjacent properties in Opa-locka located at 14701 NW 27 Avenue, identified by Folio Nos. 08-2122-026-0010, 08-2122-025-0580, and 08-2122-025-0590, as further described in the Miami-Dade County Property Appraiser’s website, attached hereto and incorporated herein as Attachment “A,” (collectively the “properties”); and

WHEREAS, Wellspring has proposed the development of a project including (i) a 44,000 square foot medical office complex after renovation of the existing building located on the properties; and (ii) affordable housing to facilitate local access to medical services, comprised of 92 residential units to be constructed on Folio Nos. 08-2122-025-0580 and 08-2122-025-0590

(the “affordable housing properties”) to be rented to low- and moderate- income households as these terms are defined in section 420.004, Florida Statutes, and in accordance with section 125.379, Florida Statutes (collectively the “project”); and

WHEREAS, the development of the project in Opa-locka will provide much improved access to health care services and providers which is currently lacking in Opa-locka, and will likewise create much needed affordable housing in the area, to assist the County in reaching its affordable housing goals; and

WHEREAS, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the property is attached hereto in Attachment “B” and incorporated herein by reference; and

WHEREAS, the Board has reviewed the information in Attachment “B” and is satisfied; and

WHEREAS, section 125.379(1), Florida Statutes, requires each county to provide an inventory list at least every three years of all real property that is appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing board; and

WHEREAS, this Board desires to declare the properties surplus, desires to revise the County’s affordable housing inventory list to include the affordable housing properties, and also finds that the affordable housing properties are appropriate for use as affordable housing; and

WHEREAS, the County seeks to promote economic development to invigorate the area and community surrounding the property and to attract health care businesses into the area, while also incorporating an affordable housing component, thereby creating a community to affordably access, utilize, and support these much-needed services; and

WHEREAS, accordingly, the County desires to lease the property to Wellspring pursuant to sections 125.045 and 125.379, Florida Statutes, for the development of the project, which the County finds will spur economic development, attract new businesses, create a new local healthcare industry, and bring jobs to the area; and

WHEREAS, this Board desires to lease the property to Wellspring for a thirty-year term with two 15-year renewal option periods pursuant to the terms set forth in the Lease and Development Agreement attached hereto and incorporated herein as Attachment “C” (the “lease”); and

WHEREAS, in exchange for the lease of the properties, Wellspring has agreed, and would be obligated, to undertake certain improvements at its cost, for approximately \$22,601,753.00 which may be adjusted downward by up to ten percent without County approval and over ten percent in accordance with the terms of the Lease if substantiated by revised plans and specifications submitted by the Tenant and approved by the County, and to create no less than 38 new permanent jobs at the project; and

WHEREAS, additionally, Wellspring shall pay annual rent to the County in the amount of \$1.00 per year for the first seven years of the lease’s term and then from years eight through termination or expiration, an annual amount based on varying percentages of market value for a total anticipated rental payment to the County of \$7,024,087.99 for the initial and renewal terms; and

WHEREAS, the lease requires Wellspring to comply with the County’s Small Business Enterprise (“SBE”) programs and responsible wages during the design and construction phases; and

WHEREAS, there is an associated cost for ensuring that Wellspring complies with the County's SBE program, and Wellspring shall be responsible to the Internal Service Department, Small Business Development Division ("SBD") of the County for the cost of monitoring SBD goals during the construction phase of the project; and

WHEREAS, commencing with the effective date of the lease, Wellspring shall pay one dollar annually for the first seven years of the lease, and, for the eighth through thirtieth years of the lease, Wellspring shall pay rent payments calculated pursuant to a formula as further set forth in the memorandum attached as Attachment "D" (the "memorandum"); and

WHEREAS, section 125.045(3), Florida Statutes, provides that it "constitutes a public purpose to expend public funds for economic development activities, including...leasing or conveying real property...to private enterprises for the...attraction of new businesses to the community"; and

WHEREAS, section 125.045(5)(a) further describes "economic development activities" to include "below-market rate leases ... for real property;" and

WHEREAS, this Board finds that the anticipated economic benefits arising from the lease would justify the use of the economic development incentives contemplated by section 125.045, Florida Statutes, specifically, below-market rates for the lease as an incentive; and

WHEREAS, Appendix A to Resolution No. R-914-04 (the "Public Infrastructure Resolution"), lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the "Bond Program") by project number, municipal project location, commission district, project description, street address, and project funding allocation; and

WHEREAS, one of the projects listed in Appendix A to the Public Infrastructure Resolution and approved by the voters for funding is Project No. 320 – “Economic Development in Targeted Urban Areas” (“Project 320”) with a project description that states “Provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs”; and

WHEREAS, the goal of Project 320 is to encourage private sector development through public infrastructure investments that will create jobs and cause economic development which will have long term benefits to the community in Targeted Urban Areas; and

WHEREAS, this Board has previously allocated the entire Project 320 funds to other infrastructure projects, subject to the negotiation by the County Mayor or the County Mayor’s designee, of a grant agreement or interlocal agreement for each of those infrastructure projects to be presented to this Board for approval; and

WHEREAS, this Board previously approved, pursuant to Resolution No. R-432-15, an allocation in the amount of \$2,800,000.00 from Project 320 to Urban Health and Wellness Group, Inc. to be used to fund certain infrastructure improvements at the properties, subject to negotiation of the related grant agreements and this Board’s approval thereof; and

WHEREAS, Urban Health and Wellness Group, Inc. was the prior tenant on the properties, but its lease agreement with the County was recently terminated for default; and

WHEREAS, accordingly, the County Mayor was unable to successfully negotiate a grant agreement with Urban Health and Wellness Group, Inc. for the development of a health and wellness center on the properties; and

WHEREAS, this Board wishes to rescind Resolution No. 423-15 and the \$2,800,000.00 allocation to the Urban Health and Wellness Group, Inc., thereby making such funds available for re-allocation to other eligible recipients and projects; and

WHEREAS, on January 22, 2020, this Board adopted Resolution No. R-58-20, which provides that in instances where the County Mayor or the County Mayor's designee is unable to successfully negotiate a grant agreement with any proposed recipient of Project 320 funds, after rescission of the allocation, such funds shall first be made available to other eligible applicants to develop the same or similar project on the same or similar property prior to reallocation of the funds to other infrastructure projects; and

WHEREAS, on July 9, 2020, Wellspring prepared and submitted an application for Project 320 funding, a copy of which is attached as Attachment 2 to Attachment D to this resolution, for up to \$2,800,000.00 of Project 320 funding in order to fund public infrastructure costs associated with the development of the project; and

WHEREAS, this Board wishes to allocate \$2,800,000.00 of Project 320 funds to Wellspring for the funding of eligible public infrastructure costs upon certain employment and salary benchmarks being met, among other requirements set forth in the Bond Program's administrative rules; and

WHEREAS, >>this Board further wishes to approve<<¹ the grant agreement between the County and Wellspring >>, in substantially the form attached hereto as Attachment 3 to Attachment D to this resolution,<< which >>requires the creation of 38 new jobs, the development of the project, and approves funding in the amount of \$2,800,000 to fund public infrastructure for

¹ The differences between the substitute and the original item are indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

~~the project<< [[incorporates such conditions shall be negotiated by the County Mayor or County Mayor's designee within six months from the effective date of this resolution and thereafter presented to this Board for its approval, or such funds will be recaptured and will be available for re-allocation to other eligible Project 320 projects]]]; and~~

WHEREAS, the County has complied with the requirements of Resolution No. R-407-19, requiring written notice to the public no less than four weeks prior to consideration by this Board of any proposed lease of County-owned property under section 125.045, Florida Statutes, by advertisement in the Daily Business Review; and

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum, 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 recitals are incorporated herein and are approved.

Section 2. This Board declares the property surplus, and after a public hearing, revises the affordable housing inventory list to include the affordable housing properties in accordance with section 125.379(1), Florida Statutes.

Section 3. This Board approves, pursuant to sections 125.045 and 125.379, Florida Statutes, the lease between the County and Wellspring in substantially the form attached hereto as Attachment "C" including the development of a 44,000 square foot medical complex and attendant affordable housing including 92 residential units to be leased to low- and moderate income households as these terms are defined in section 420.004, Florida Statutes, and in accordance with the restrictions set forth in the lease.

Section 4. This Board finds that the lease will promote economic growth, attract a new business enterprise, and create permanent jobs.

Section 5. This Board authorizes the County Mayor or the County Mayor's designee to execute the lease for and on behalf of Miami-Dade County, to take all actions necessary to effectuate the lease, and to exercise, unless expressly reserved to this Board, all rights conferred in the lease, including the right to terminate the lease.

Section 6. This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a rental regulatory agreement with Wellspring, following approval by the County Attorney's Office, in generally the form attached hereto and incorporated herein as Exhibit "E" to the lease. The County Mayor or County Mayor's designee is delegated the authority to negotiate rents for each of the units constructed on the property; however, such rents shall be based upon no more than 120 percent of area median income as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board directs the County Mayor or County Mayor's designee to record the rental regulatory agreement against the leasehold in the Public Records of Miami-Dade County at or before the time of issuance of the certificate occupancy, and in no event any later than the financial closing on the project.

Section 7. This Board directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the lease and to provide a copy of the lease to the Miami-Dade County Property Appraiser's office.

Section 8. Resolution No. R-423-15, which allocated \$2,800,000.00 of Project 320 funds to the Urban Health and Wellness Group, Inc. is rescinded.

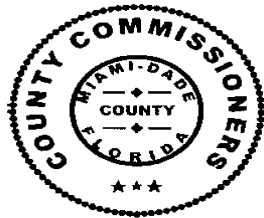
Section 9. This Board approves an allocation of up to \$2,800,000.00 from Project 320 funds to Wellspring for public infrastructure improvements associated with the project, subject to availability of Project 320 funds ~~[[and subject to the future consideration and approval by this Board of a grant agreement between the County and Wellspring]]~~.

Section 10. >>This Board approves the grant agreement between the County and Wellspring for the Project 320 funds in substantially the form attached as Attachment 3 to Attachment D to this resolution and authorizes the<< ~~[[The]]~~ County Mayor or County Mayor's designee >>to execute the<< ~~[[is directed to complete the negotiation of the terms of a]]~~ grant agreement with Wellspring >>and enforce all provisions and exercise all rights conferred therein.<< ~~[[pursuant to the Bond Program administrative rules within six months from the effective date of this resolution, and to present the grant agreement to this Board for its consideration, provided, however, if such grant is not successfully negotiated, the County Mayor or County Mayor's designee shall present an item to this Board rescinding the allocation and recapturing such funds to be made available to other eligible Projects 320 projects.]]~~

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

	Audrey M. Edmonson, Chairwoman	aye	
	Rebeca Sosa, Vice Chairwoman	aye	
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 31st day of August, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez
Debra Herman

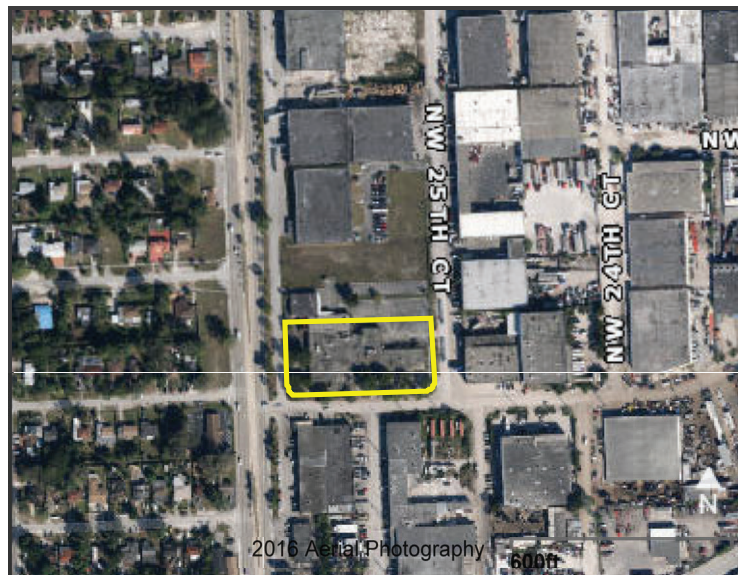


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/10/2020

Property Information	
Folio:	08-2122-026-0010
Property Address:	14701 NW 27 AVE Opa-locka, FL 33054-3350
Owner	MIAMI-DADE COUNTY ISD/REDD
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	44,959 Sq.Ft
Lot Size	78,822 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$945,864	\$945,864	\$709,398
Building Value	\$2,763,306	\$2,801,686	\$2,840,064
XF Value	\$468,336	\$474,447	\$480,557
Market Value	\$4,177,506	\$4,221,997	\$4,030,019
Assessed Value	\$4,177,506	\$4,221,997	\$4,030,019

Benefits Information				
Benefit	Type	2019	2018	2017
County	Exemption	\$4,177,506	\$4,221,997	\$4,030,019

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
ALUMINUM INDUSTRIAL PARK PB 78-50 LOTS 1 & 2 BLK 1 LOT SIZE 78822 SQUARE FEET OR 12594-2522 0885 5	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$4,177,506	\$4,221,997	\$4,030,019
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$4,177,506	\$4,221,997	\$4,030,019
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$4,177,506	\$4,221,997	\$4,030,019
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$4,177,506	\$4,221,997	\$4,030,019
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

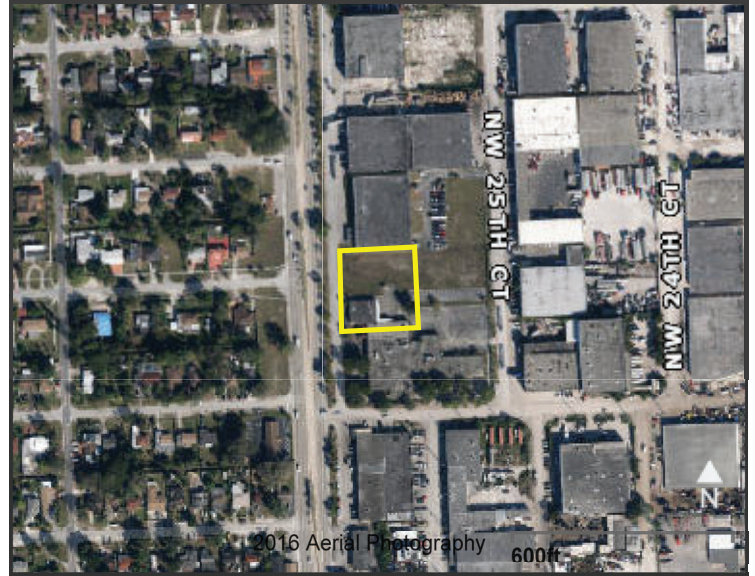


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/10/2020

Property Information	
Folio:	08-2122-025-0580
Property Address:	
Owner	MIAMI-DADE COUNTY ISD/REDD
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	43,000 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$516,000	\$516,000	\$387,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$516,000	\$516,000	\$387,000
Assessed Value	\$339,963	\$309,058	\$280,962

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$176,037	\$206,942	\$106,038
County	Exemption	\$339,963	\$309,058	\$280,962
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 5 BLK 7 LOT SIZE 43000 SQ FT OR 12594-2522 0885 5	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$339,963	\$309,058	\$280,962
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$516,000	\$516,000	\$387,000
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$339,963	\$309,058	\$280,962
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$339,963	\$309,058	\$280,962
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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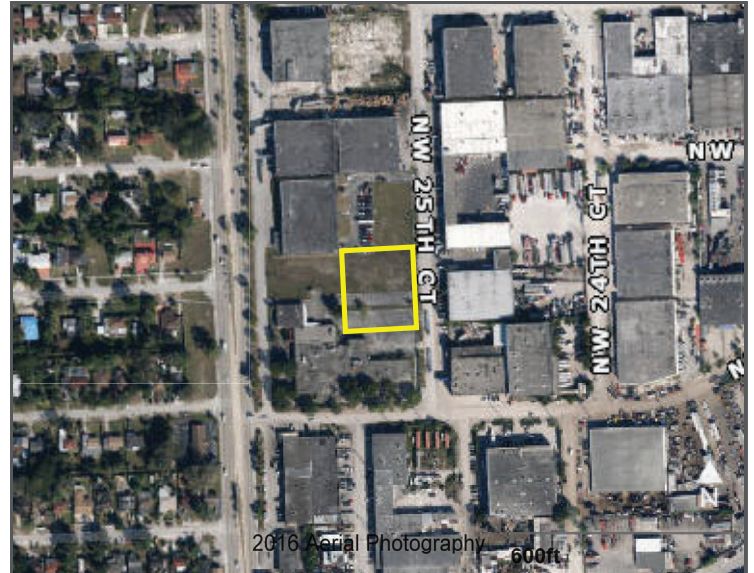


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/10/2020

Property Information	
Folio:	08-2122-025-0590
Property Address:	
Owner	MIAMI-DADE COUNTY ISD/REDD
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128
PA Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	43,000 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$516,000	\$516,000	\$387,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$516,000	\$516,000	\$387,000
Assessed Value	\$339,963	\$309,058	\$280,962

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$176,037	\$206,942	\$106,038
County	Exemption	\$339,963	\$309,058	\$280,962
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
22 52 41 OPALOCKA INDUSTRIAL PK 77-73 LOT 10 BLK 7 LOT SIZE 43000 SQ FT OR 12594-2522 0885 5	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$339,963	\$309,058	\$280,962
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$516,000	\$516,000	\$387,000
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$339,963	\$309,058	\$280,962
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$339,963	\$309,058	\$280,962
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

Attachment "B"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15 - WELLSRING COMMUNITY RESOURCES, INC.

FOLIO	ANNUAL TAX REVENUE GENERATED	LOT SIZE	BUILDING SIZE	COMM DISTRICT	2019 MARKET VALUE	LEGAL DESCRIPTION	ZONING	ANNUAL COST TO MAINTAIN	ADDRESS	CIRCULATED TO COUNTY DEPARTMENTS	SURPLUS	DEED TYPE
1 0821220260010	\$106,860.49	78,822 SQ FT	44,959 SQ FT	1	\$4,177,506	ALUMINUM INDUSTRIAL PARK PB 78-50 LOTS 1 & 2 BLK 1	I-2	\$18,000.00	14701 NW 27 AVE	YES 7/13/2020	NO	WARRANTY DEED 8/5/1985
2 0821220250580	\$13,209.78	43,000 SQ FT		1	\$516,000	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 5 BLK 7	I-2	\$2,843.00	14701 NW 27 AVE	YES 7/13/2020	NO	WARRANTY DEED 8/5/1985
3 0821220250590	\$13,209.78	43,000 SQ FT		1	\$516,000	22 52 41 OPALOCKA INDUSTRIAL PK PB 77-73 LOT 10 BLK 7	I-2	\$2,843.00	14701 NW 27 AVE	YES 7/13/2020	NO	WARRANTY DEED 8/5/1985

LEASE AGREEMENT

by and between

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

and

WELLSPRING COMMUNITY RESOURCES, INC,
a Florida Not For Profit Corporation

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LEASE AND DEVELOPMENT AGREEMENT

THIS LEASE AND DEVELOPMENT AGREEMENT (the “**Lease**”), dated as of the ____ day of ____, 202__ Effective Date (defined below) is made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through the Internal Services Department (hereinafter “**ISD**”), having its principal office and place of business at 111 N.W. 1st St., Suite 2100, Miami, Florida 33128, its successors and assigns (hereinafter called “**County**” or “**Landlord**”), and WELLSPRING COMMUNITY RESOURCES, INC, a Florida Not For Profit Corporation, having its principal office and place of business at its address set forth for Notices in **Article 20**, its successors and assigns (hereinafter “**WELLSPRING**” or “**Tenant**”).

W I T N E S S E T H:

- A. With the intent of advancing the community interest and welfare of the County and enhancing and expanding economic activity in the County, the County and Tenant desire that Tenant develop on certain real property as defined below presently owned by the County, a project that will attract and retain opportunities for the employment of residents of the County and for the redevelopment and revitalization of an area of the County.
- B. It is recognized that portions of the Demised Property (as defined herein) and adjacent areas are in need of improvement and development for the public benefit of the residents of the County.
- C. The County has determined that the Demised Property is surplus to its needs.
- D. The County will lease approximately 164,822 square feet of land with the building(s) thereon located at 14701 NW 27 Avenue, Opa-Locka, Florida 33054 to Tenant to: (1) spur economic development; (2) provide medical services, community services, and attendant affordable housing so that people may easily access such services, for the community; and (3) attract new businesses to Miami-Dade County by allowing the Project (as defined herein) to be developed for the purpose and subject to the terms and provisions set forth in this Lease.
- E. In exchange for the lease of the Demised Property and in addition to other good and valuable consideration, the Tenant, at its expense, will provide the County with (1) rent payments; (2) the creation of no less than 38 jobs at the Demised Property; (3) the remediation and complete renovation of the existing structure(s) and parking lot on County-owned land to become a Medical Office Complex which will include a senior center, community education/training facility, child after-care facility and service providers to benefit the community as set forth pursuant to the terms and conditions of this Lease; (4) a four story affordable housing structure and a food bank, with parking comprised of ninety-two (92) one-bedroom, one-bathroom units of at least 483 square feet at the expense of Tenant to provide residents with easy access to such facilities, as set forth pursuant to the terms and conditions of this Lease; and (5) adequate infrastructure to service the Demised Property as set forth pursuant to the terms and conditions of this Lease.

- F. The County and Tenant desire to enter into this Lease for the purpose of setting forth their respective rights, covenants, obligations, and liabilities with respect to the lease of the Demised Property and the Tenant's obligations with respect to the facilities to be developed on County-owned land.

NOW THEREFORE, Landlord and Tenant mutually covenant and agree that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein in this Lease without being defined elsewhere herein shall have the definitions set forth in **Article 2** hereof.

T E R M S

The recitals above are incorporated herein by reference and fully adopted as if set forth herein.

ARTICLE 1

DEMISED PROPERTY AND GENERAL TERMS OF LEASE

1.1 **Lease of the Demised Property.** For and in consideration of the rents, other amounts due and owing to the County, covenants and agreements specified herein, development of other facilities, and the rights reserved unto Landlord, Landlord agrees, pursuant to the terms of this Lease, and does hereby lease and demise unto Tenant, and Tenant does hereby take, upon and subject to the conditions and limitations herein expressed, the Demised Property, to have and to hold the same unto Tenant, for the Term. Landlord shall deliver exclusive possession of the Demised Property to Tenant, on the Effective Date, at which time Tenant shall take possession thereof.

"Demised Property" shall mean approximately 164,822 square feet of land and the building(s) thereon located at 14701 NW 27 Avenue, Opa-Locka Florida, identified with the following three County Folio Numbers: 08-2122-026-0010; 082122-025-0580; and 08-2122-025-0590.

The Demised Property shall be leased to Tenant in its "as-is" "where-is" condition, with any and all faults, and with the Landlord not offering any implied or expressed warranty as to the condition of the Demised Property and/or whether it is fit for any particular purpose, and subject to any and all obligations, restrictions, covenants and reservations contained in the deed pursuant to which County acquired title to the Demised Property (a copy of which is attached hereto as **Exhibit "C"**) or any which have arisen thereafter through the Effective Date, and, all other obligations, liens, restrictions, covenants and reservations whether noted in the public records or not. Landlord makes no representations or warranties as to the condition of the title of the Demised Property.

1.2 Term of Lease.

(A) **Term.** The initial term of this Lease shall be for thirty (30) years, commencing on the Effective Date and ending on the date which is thirty (30) years from the Effective Date, unless earlier terminated or extended as provided for herein (the “**Initial Term**”).

(B) **Renewal Option.** Provided that the Tenant is not in breach or default under this Lease or any obligation to the County, and provided that the Demised Property (or any portion thereof) is not the subject of any Taking (as described in **Article 18**) or under the formal or informal threat of Taking (or inverse condemnation), the Tenant shall have the right to exercise two (2) options (each an “**Option**” and collectively, the “**Options**”) to extend the Term, each for fifteen (15) years. The Tenant shall provide notice to Landlord that it is exercising the first Option (i) no later than one hundred eighty (180) days, and (ii) no earlier than three hundred and sixty-five (365) days prior to the expiration of the Initial Term; and may exercise the second Option by providing notice to Landlord that it is exercising the second Option (i) no later than one hundred eighty (180) days, and (ii) no earlier than three hundred and sixty-five (365) days prior to the expiration of the first Option. The Initial Term plus the term of any Option exercised shall collectively be referred to in this Lease as the “**Term.**” At the expiration or earlier termination of the Term, the Demised Property shall revert back to Landlord, and all improvements thereon (except Tenant’s removable personal property or fixtures) shall become the property of the Landlord at no cost or expense to the Landlord.

(C) **Effectiveness of Lease.** This Lease shall become effective on the first day of the first month after the date of its execution by the County Mayor.

ARTICLE 2

CERTAIN DEFINED TERMS

In addition to other capitalized terms as defined in the introductory recitals or elsewhere in this Lease, when used in this Lease, the terms set forth below, shall be defined as follows:

2.1 “**As-Built Plans**” shall mean the final plans of the actual structures that are developed on the Demised Property, as may be applicable. As-Built Plans are the design and Construction Plans checked in the field for accuracy and revised to show the actual condition, locations, elevations, and specifications of materials for the constructed Improvements, as applicable, and all associated utilities, including, but not limited to, storm water management areas such as retention and detention basins and parking. Actual location of structures, including but not limited to, the top of any building(s), foundation(s), grades elevations, and other key locations are to be shown on the As-Built Plans.

2.2 “**Annual Rent**” or “**Rent**” shall have the meaning ascribed to such term in **Section 3.1.**

2.3 “**Applicable Laws**” shall mean all present and future applicable laws, ordinance, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards and

officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Demised Property.

2.4 **"Board"** shall mean the Board of County Commissioners of Miami-Dade County, Florida.

2.5 **"Certificate of Occupancy"** or **"CO"** shall mean the certificate issued by the governmental agency and/or department authorized to issue a certificate of occupancy or certificate of completion, as applicable, evidencing that the applicable Building(s) is (are) ready for occupancy in accordance with Applicable Laws.

2.6 **"Code"** shall mean the Code of Miami-Dade County or any other Governmental Agency having jurisdictional authority over the Demised Property and future development of the Demised Property.

2.7 **"Commencement of Construction"** and **"Commenced Construction"** and **"Construction Commencement Date"** shall mean the later of the filing of the notice of commencement under Florida Statutes, Section 713.13 and the visible start of construction work on the Demised Property, the Medical Office Complex and the Residential Complex, as applicable to each, including on-site utility, excavation or soil stabilization work (but specifically excluding any ceremonial groundbreaking). In order to meet the definition of **"Commencement of Construction"** or **"Commenced Construction"** for the Demised Property, such filing of the notice of commencement and visible start of work must occur after Tenant has secured a building permit and issued the Notice to Proceed to its prime contractor for each of the aforementioned properties.

2.8 **"Community Benefits"** shall mean those required benefits more particularly described in **Exhibit "G"** attached hereto.

2.9 **"Completion of Construction"** shall mean, the occurrence of all of the following: (i) the architect of record has signed and delivered to the Tenant, and with respect to the Medical Office Complex, and the Residential Complex, to the County as well, a certificate of final completion in accordance with the Final Plans and Specifications for each such facility; and (ii) a Certificate of Occupancy is issued for the Improvements to the Medical Office Complex, and Residential Complex as applicable, pursuant to which Tenant can legally commence its occupancy and/or operation of the Improvements, as applicable.

2.10 **"Construction Plans"** shall consist of the final design plans for the particular Improvements for the Medical Office Complex, and the Residential Complex, as applicable, including the drawings and specifications which are in a format with sufficient detail, as required to obtain building Permits for such Improvements to the Medical Office Complex, the Residential Complex, as applicable.

2.11 **"Days"** shall mean any period of time referred to in this Lease of 15 days or less shall be considered as business days. Any period of time referred to in this Lease of 16 days or more shall be considered as calendar days.

2.12 **"Demised Property"** shall have the meaning set forth in **Section 1.1**.

2.13 **"Development Concept"** shall mean and refer to the overall initial site plan and renderings, of the building(s) to accommodate the uses as described in **Section 4.1** for the Demised Property. An initial site plan generally reflecting the Development Concept as of the Effective Date is attached to this Lease as **Exhibit "B"**.

2.14 **"Events of Default"** shall be as defined in **Section 19.1** (as to Events of Default by Tenant) and **Section 19.6** (as to Events of Default by Landlord).

2.15 **"Effective Date"** shall be the first day of the first month after the date of execution by the County Mayor.

2.16 **"Encumbrances"** shall have the definition set forth in **Section 4.14(B)**.

2.17 **"Impositions"** shall mean all taxes, including, but not limited to, ad valorem taxes, and sales taxes, impositions, assessments, fees or any other levies by any governmental entity or other entity with appropriate jurisdiction and any and all liabilities (including interest, fines, penalties or additions) with respect to the foregoing.

2.18 **"Improvements"** shall mean the buildings to be constructed on the Demised Property, and the parking areas (including garages), and landscaping, equipment, other structures, facilities or amenities, and all related infrastructure, installations, fixtures, utilities, site-work and other improvements existing or to be developed upon the Demised Property at the Lessee's sole cost. The term "Improvements" shall not, however, include Public Infrastructure, which is dealt with elsewhere in this Lease.

2.19 **"Institutional Lender"** shall mean any bank or trust company, mortgage bank, savings bank, credit union, national banking association, savings and loan association, building and loan association, insurance company, or other financial institution authorized to transact business in the State of Florida in accordance with applicable law and which customarily provides service or otherwise aids in the financing of mortgages on real property located in the State of Florida, or any federal, state, or local governmental authority.

2.20 **"Lease"** shall mean this Lease (including all exhibits) and all amendments, supplements, addenda or renewals thereof.

2.21 **"Leasehold Mortgage"** or **"Mortgage"** shall mean a mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee of Tenant's leasehold interest hereunder, and shall be deemed to include any mortgage or trust indenture under which Tenant's interest in this Lease shall have been encumbered.

2.22 **“Leasehold Mortgagee”** or **“Lender”** shall mean the holder of a Leasehold Mortgage, as permitted by this Lease and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include the trustee under any such trust indenture and the successors or assigns of such trust.

2.23 **“Lease Year”** shall refer to each twelve (12) month period running from the Effective Date and each anniversary thereof.

2.24 **“Medical Office Complex”** shall refer to the existing structure on the Demised Property of approximately 44,000 square feet which shall be renovated or replaced at the Tenant’s sole cost to house at least 44,000 square feet of medical offices and other facilities, solely for the uses stated in Article 4.1(C)(1) below related to the health, wellness and prevention of disease for the residents of the City of Opa-Locka and the County and other ancillary uses and including an private or Public Infrastructure applicable thereto.

2.25 **“Minimum Development”** shall have the meaning ascribed to such term in **Section 4.1(C)**. The Minimum Development is broken down into two phases (each a **“Development Phase”**), as set forth in **Section 4.1**.

2.26 **“Non-Institutional Lender”** shall mean any private individual, pension (retirement) fund, university, government entity, and/or private corporation, which meets or otherwise complies with any and all applicable federal, state, or local laws, regarding loans and/or mortgages and/or bonds or other indebtedness.

2.27 **“Notice to Proceed”** or **“NTP”** shall mean the notice Tenant gives to any prime construction contractor to proceed with construction, demolition, or other development work: (a) on the Demised Property, for either the Phase I Minimum Development or the Phase II Minimum Development, or any portion of either, as may be applicable.

2.28 **“Permit”** shall mean any permit issued or required to be issued by the appropriate Governmental Agency and/or department authorized to issue such permits, including, but not limited to, applicable permits for construction, demolition, installation, foundation, dredging, filling, the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist, heating, ventilation, and air conditioning (HVAC), sidewalk, curbs, gutters, drainage structures, paving and the like.

2.29 **“Plans and Specifications”** shall mean the plans and specifications for all the work in connection with the demolition or alteration of any existing improvements, any new construction on the Demised Property, as applicable, and the alteration, construction and reconstruction of any portion of the Project or other work required to be done or performed hereunder, including, but not limited to, the Improvements, and shall include any changes, additions or modifications thereof, provided the same are approved to the extent required herein.

2.30 **“Project”** shall mean the overall development of the Demised Property, as described in the Development Concept and in the Plans and Specifications to be submitted by Tenant.

2.31 **"Public Infrastructure"** shall mean (1) all on- and off-site publicly owned infrastructure (or payments to governmental departments or agencies in lieu of same) constructed by Tenant and required by: (a) the platting and permitting process for the Project and/or (b) otherwise to support the Project, including but not limited to upgrades and additions to surrounding roadways and sidewalks, water and sewer lines, etc.

2.32 **"Residential Complex"** shall mean (1) the four-story building comprised of at least 68,284 square feet which shall include ninety-two (92) 1 bedroom, 1 bathroom units of no less than 483 square feet each, 70% of which will be be rented solely to occupants whose total income is no greater than 70% of Area Median Income (AMI) for Miami-Dade County in accordance with standards issued by the Florida Housing Finance Corporation annually; and, 30% of the units, may be rented solely to occupants whose total income is no greater than 120% of Area Median Income (AMI) for Miami-Dade County in accordance with standards issued annually by the Florida Housing Finance Corporation, (2) a Food Bank, and (3) any private or Public Infrastructure applicable thereto.

2.33 **"Subcontractors"** shall mean those subcontractors (or sub-subcontractors or suppliers at any tier) of Tenant's prime contractor who perform construction-related work for the Project.

2.34 **"Taking"** shall mean the exercise of the power of eminent domain as described in **Article 18**.

2.35 **"Taking Authority"** shall mean the federal, state or county government, or any agency, authority or entity possessing the power of eminent domain to transfer title to a property from one owner to the government, or to another agency, authority or entity.

2.36 **"Tenant"** shall mean WELLSPRING COMMUNITY RESOURCES, INC, a Florida Not For Profit Corporation, and its permitted successors and assigns.

2.37 **"Unavoidable Delays"** shall mean delays beyond the control of a party required to perform, such as, delays due to strikes; acts of God; hurricanes; floods; fires; enemy action; civil disturbance; sabotage; restraint by court or public authority; or formal administrative challenges by third parties to the execution or performance of this Lease (including, but not limited to, the Minimum Development) or the procedures leading to its execution; or moratoriums. Foreseen or foreseeable events or conditions shall not constitute Unavoidable Delays. Delay in, or refusal by, a governmental authority in granting a permit shall not constitute an Unavoidable Delay.

ARTICLE 3

RENT

3.1 **Annual Rent.** Tenant covenants and agrees to pay to Landlord the Annual Rent (as set forth in the chart below) for the Term, commencing upon the Effective Date. Except for

the first seven (7) Lease Years, the Annual Rent for each Lease Year shall be payable in twelve (12) equal monthly installments, each payable on the first day of the month, in advance, to Miami-Dade County, 111 NW 1st Street, c/o Internal Services Department, Real Estate Development Division, Suite 2460, Miami, FL 33128, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. The Annual Rent for the first seven (7) Lease Years (i) shall be paid in full within sixty (60) days of the Effective Date and to the same address in the preceding sentence, and all subject to **Section 3.3** herein.

- (A) Annual Rent for Lease Years one (1) through seven (7) shall be one dollar (\$1.00) per year.
- (B) Annual Rent for Lease Years eight (8) through (10), Years (11) through (20), and Years (21) through (30) shall be determined by adding:
- (1) the building value of \$1,615,821; and
 - (2) the value arrived at when multiplying the average annual yield of the US 30 year Treasury Bond as established by the United States Treasury Department for the previous 5 years plus 2.5% multiplied by:
 - (a) for the period of lease years 8 through 10, 50% the the then-current market value of the land established by the Miami-Dade County Property Appraiser County Property Appraiser's Market Value on the first day of the eighth Lease Year;
 - (b) for the period of lease years 11 through 20, 75% the the then-current market value of the land established by the Miami-Dade County Property Appraiser County Property Appraiser's Market Value on the first day of the eleventh Lease Year;
 - (c) for the period of lease years 21 through 30, 100% the the then-current market value of the land established by the Miami-Dade County Property Appraiser County Property Appraiser's Market Value on the first day of the twenty-first Lease Year.

EXAMPLE		ANNUAL RENT CALCULATION FOR LEASE YEARS (Years 8-10)				
Folio Number	Multiplier Previous 5 year (Lease Years 3-7) average of the 30 yr. US Treasury Bond (2.588%) + 2.5%	Established Building Value (50 % of the Property Appraiser's Market Value of the Building 2019)	Established Building Annual Rent (5.088% of Established Building Value)	Then-Current Market value of the Land (eg. 2020)	Annual Land Rent (5.088% multiplier X 50% Rent for Land Years 8 - 10)	Annual Rent for Years 8 - 10
Folio No. 08-2122-026- 0010	5.088%	\$1,615,821.00	\$82,212.97	\$945,864.00	\$24,062.78	\$106,275.75
Folio No. 08-2122-025- 0580				\$516,000.00	\$13,127.04	\$13,127.04
Folio No. 08-2122-025- 0590				\$516,000.00	\$13,127.04	\$13,127.04
Annual Rent Calculation for then-current year, to be paid in twelve equal monthly installments						\$132,529.83

Note: Subject to the minimum floor set forth in Section 3.3 herein, should the existing building be demolished and replaced in its entirety, the building value shall become

\$0.00 for rent calculation purposes. Landlord and Tenant shall document same by mutual written agreement.

3.2 **Annual Rent during Option(s).** Should either or both of the Options to Renew the Term be exercised, Annual Rent shall be calculated in the same manner as above with the sole exception being that the value of the Building of \$3,231,642.00 (Folio 08-2122-026-0010) shall be used in the formula for calculating the Annual Rent.

3.3 **Minimum Floor on Rent.** Notwithstanding the foregoing and prevailing over same, at no time shall the Annual Rent calculations during the Term of the Lease, result in a value less than \$132,529.83.

ARTICLE 4

DEVELOPMENT OF LAND AND CONSTRUCTION OF IMPROVEMENTS

4.1 **Development and Use of the Demised Property.** Tenant and Landlord agree that the Demised Property shall be developed in accordance with the Development Concept and as further specified and contemplated in this Lease and to be bound by and comply with all of the provisions and conditions of this Lease. Tenant and Landlord agree that, during the Term of this Lease, the Demised Property shall be used solely for those uses set forth in **Section 4.1(C)(1)** below, for the provision of affordable housing, and for the operations of a Food Bank (collectively defined as the “**Permitted Uses**”). Any and all of such Permitted Uses shall be non-religious in nature.

(A) The parties acknowledge that the manner in which the Improvements are developed, used and operated are matters of importance to Landlord and to the general welfare of the community. Tenant agrees that at all times during the Term it will create and operate (through itself or third parties) a development on the Demised Property which will result in: (i) significant improvement to the Demised Property; and (ii) the construction of the Minimum Development as described in this Article so as to create capital investment and employment opportunities and concomitant enhancement of the County tax base and expansion of economic activity in the County, and that the foregoing is a material purpose of this Lease.

(B) It is understood that a material purpose for the County entering into this Lease is the expectation, agreement and requirement that the Demised Property and the Improvements located on it, shall become and remain the headquarters and principal place of business for Tenant, or a permitted successor entity. The Demised Property shall solely be used for the purposes of development and operation of a Medical Office Complex and Residential Complex in accordance with the Development Concept and Permitted Uses described as follows:

(C) **Minimum Development.** Notwithstanding and prevailing over anything herein to the contrary, Tenant agrees, at a minimum, to satisfy the following requirements, which shall be deemed the “**Minimum Development**” and, for those portions of the Minimum Development that

are within the Demised Property, to also maintain same throughout the Term of the Lease. The following requirements shall be deemed the “**Minimum Development**”:

(1) **Minimum Development – Phase I**” shall require that Tenant construct at its sole cost and expense, Phase I of the Development Concept on the Demised Property, and all private and Public Infrastructure to serve the entire Project consisting of roads, sewer, water, power, water retention, landscaping, entranceways and features, security walls, parking, etc. Phase I of the Development Concept shall consist of no less than 44,000 square feet of (1) a Medical Office Complex, and (2) any public and private infrastructure to be built on the Demised Property. Within ninety (90) days from Completion of Construction, the following services or other like type services considered appropriate to a Medical Office Complex, shall be fully operational a minimum of five (5) days per week:

- (a) Provide medical services at affordable, below-market pricing to include, at minimum:
 - 1) Primary care services
 - 2) Obstetrics/Gynecology services
 - 3) Pediatric care services
 - 4) Behavioral and mental health services
 - 5) Clinical research services
 - 6) Laboratory services
- (b) Medical service payment options shall include:
 - 1) an income-based self-pay plan not to exceed 75% of Medicare allowable reimbursement for any given service within Miami-Dade County at the time of delivery of service.
 - 2) all possible reimbursements from federal, state and local programs
 - 3) a pool of funds to assist seniors and others with co-pays, co-insurance and deductibles, based on the needs of the patient and availability of funds
 - 4) acceptance of local and national commercial insurance plans
- (c) Provide wellness and ancillary services at affordable, below-market pricing to include senior care, childcare, meals, prescriptions, diagnostic services, supplements and medical equipment to the community at below-market pricing for goods and services. Programs shall include all possible reimbursements from federal, state and local programs and income-based payment plans.
- (d) Maintain a minimum of 4,000 square feet to be used as a Community Services Center/Food Bank, which will provide complimentary health education programs, health benefit services including enrollment in Medicare and Medicaid, cooking classes and complimentary food.
- (e) Maintain a minimum of 4,000 square feet to be used as a Senior Center which will provide: adult day care services, complimentary transportation, daily meals, delivery of prescription drugs, special programs such as fall prevention workshops, board games, memory improvement games, social events, financial aid and support services.
- (f) Maintain a minimum of 3,000 square feet to be used as an affordable Children’s After Care

Center

- (g) Maintain a minimum of 3,000 square feet to be used as an affordable eatery which provides catered meals
- (h) Provide wellness and ancillary services at affordable, below-market pricing to include, at minimum:
 - 1) Pharmacy and prescription services
 - 2) Medical equipment
 - 3) Dietary supplements
 - 4) Community barber shop and beauty salon
- (i) Provide sixty (60) dollars per square foot within the Phase I initial capital investment to provide finished and furnished space for each initial sub lessee.

The following services or other like type services considered appropriate to a Medical Office Complex shall be fully operational a minimum of five (5) days per week, once permissible by law, subsequent to the approval of a license to operate. In no event shall the commencement of operations exceed eighteen (18) months from Completion of Construction of the Medical Office Complex. Any service which does not begin within eighteen (18) months from the Completion of Construction shall constitute an Event of Default.

- (i) Specialty care to include Cardiology, Podiatry, Urology, Radiology
- (ii) Urgent care services
- (iii) Rehabilitation Center to include Chiropractic services, osteopathic services and physical therapy services
- (iv) Optical services
- (v) Dental services
- (vi) Weight loss services
- (vii) Community Barber Shop and Salon

(2) **Minimum Development – Phase II** shall require that Tenant, at its sole cost and expense, construct on the Demised Property Phase II of the Development Concept, and all public and private infrastructure to serve the entire Project consisting of roads, sewer, water, power, water retention, landscaping, entranceways and features, security walls, parking, etc. Phase II of the Development Concept shall include a minimum of (1) a 4 story Residential Complex which shall consist of no less than Ninety two (92) one-bedroom, one bathroom units, each no less than 483 square feet each; (2) a Food Bank and (3) any private and Public Infrastructure to be built on the Demised Property.

4.2 **Development Rights.** The Development Concept may be amended by Tenant subject to the prior, written approval of Landlord which approval may be withheld, delayed or conditioned at the sole and absolute right of Landlord. Notwithstanding and prevailing over anything herein to the contrary, in no event shall those changes or amendments adversely impact, reduce or alter the Development Concept to less than the Minimum Development which must comport at all times with **Sections 4.1, 4.1(C)(1), and 4.1(C)(2).**

4.3 **Minimum Cost.** Beginning on the Effective Date of this Lease and throughout the Term, the Property shall solely be used for the construction and operation of a Medical Office Complex and Residential Complex with a minimum total of 44,000 square feet and 68,284 square feet respectively (the “**Improvements**”). The total construction cost of the Improvements shall be a minimum of \$10,014,000 for Phase I Minimum Development and \$12,587,753 for Phase II Minimum Development, all to be built and paid for by Tenant on the Demised Property, at a total project cost of no less than Twenty Two Million, Six Hundred and One thousand, Seven Hundred and Fifty Three and 00/100 Dollars (\$22,601,753.00). No more than Three Million Eight Hundred Forty Two Thousand, Two Hundred Ninety Eight and 01/100 Dollars (\$3,842,298.01) or 17% of the total construction cost, shall be spent for soft costs associated with and necessary for the construction of the Improvements. Soft costs are those project costs to be paid directly by the Tenant to cover the fees and costs related to the design professionals, permitting expenses, surveyors, and any other fees and expenses related directly to the development of the Project but, excluding hard construction costs. “Soft costs” exclude fees paid to lobbyists, auditors, accountants, legal (except for land use counsel at an amount not to exceed \$30,000.00 USD) or tax expenses, payments or commissions to brokers and sales persons, payments to sponsors or supporters, interest payments, or any professional services not expressly enumerated in Florida’s Consultant’s Competitive Negotiation Act, Florida Statute Section 287.055. The Tenant and the County acknowledge and agree that the Tenant may request a one-time reduction of the Minimum Cost requirement amount if costs are anticipated to be at least (10) percent lower than the Minimum Cost defined above. Tenant shall, at least ninety days prior to Commencement of Construction, notify the County of same and submit revised Plans and Specifications and detailed construction contract in accordance with **Section 4.14 (A)iii**, with revised Minimum Cost construction budget for County approval. The requested revisions shall be subject to the approval of the County, not to be unreasonably withheld. In the event that the reduction in Minimum Costs is approved by the County, the Soft Costs shall be adjusted to represent seventeen (17) percent of the Minimum Cost.

For the purposes of verifying Tenant’s total expenditure (for both Phases of Improvements) of Twenty Two Million, Six Hundred and One thousand, Seven Hundred and Fifty Three and 00/100 Dollars (\$22,601,753.00) in soft costs and construction costs of the Improvements and of the acquisition and installation of equipment on the Demised Property, as enumerated above, within ninety (90) days of the Completion of Construction for each phase, the Tenant shall submit to ISD, a certified audit of the monies expended in the design and construction of the Improvements and for the acquisition and installation of equipment on the Premises prepared by an independent certified public accounting firm that is approved in advance by the Department which approval shall not be unreasonably withheld, conditioned or delayed. Should the audit reveal that less than the Twenty Two Million, Six Hundred and One thousand, Seven Hundred and Fifty Three and 00/100 Dollars (\$22,601,753.00) has been spent as provided for in **Section 23.14**, then the Tenant shall immediately pay to the County as liquidated damages ten percent (10%) of the difference by which the \$22,601,753.00 exceeds the audited amount.

4.4 **Job Certification.** Within thirty-seven (37) months from the Effective Date, Tenant shall complete the Minimum Development (Phase I and Phase II) which shall result in the creation of a minimum of thirty eight (38) full-time or full-time equivalent permanent jobs on the Demised Property (“**Certified Jobs**”) with an average annual salary of no less than the greater of:

(i) \$71,278.95; and (ii) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida (**the "Job Salary Amount"**) and, together with the Certified Jobs, referred to herein as the **"Job Requirement"**. Tenant shall satisfy the Job Requirement on or before the date that is thirty-seven (37) months from the Effective Date and shall thereafter continuously maintain the Job Requirement for a minimum period of time to expire on the date that is twenty (20) years from the Effective Date of this Lease (such time period, the **"Job Maintenance Period"**) and all such jobs shall remain with the positions filled for the remaining life of the Job Maintenance Period as provided in the Section titled Failure to Cure Default by Tenant in **Section 19.2** herein.

(A) For purposes of this Lease, "full-time" jobs shall mean permanent jobs with no less than 36 hours per week and "full-time equivalent" jobs shall mean jobs with less than 36 hours per week, which, when added together provide a full-time equivalent of at least 36 hours per week, i.e. two part-time jobs of 18 hours per week would equate to one "full-time" job in furtherance of the **Job Salary Amount** minimum. Construction and other temporary jobs arising in connection with the development and construction of the Improvements shall not be counted towards satisfaction of the Certified Jobs.

(B) For purposes of this Lease, the determination of the Job Salary Amount shall be certified by the Tenant in the form of a report based upon the RT-6 filings with the State of Florida attached as Exhibit "F" (**"Job Certificate"**) to this Lease, to evidence the number of Certified Jobs during the previous five (5) years and the average salary paid, prepared and certified by the Tenant's Certified Public Accountant. In conjunction with such report, the Tenant shall submit an affidavit or other written affirmation attesting that the Job Salary Amount's certification in said report are true and correct to the best of the Tenant's knowledge and belief.

(C) Reporting Requirement. On the dates that are five (5) years from the Effective Date, ten (10) years from the Effective Date, fifteen (15) years from the Effective Date, and twenty (20) years from the Effective Date (each a **"Reporting Date"** and cumulatively the **"Reporting Dates"**), Tenant shall calculate and record the average number of full-time or full-time equivalent jobs, which shall be in no case less than the Job Salary Amounts, that were created and are being maintained on the Demised Property for: the two (2)-year period immediately preceding the first Reporting Date, in the case of the first report due 5 years from the Effective Date; and the five (5)-year period immediately preceding the second, third and fourth Reporting Dates in the case of the subsequent reports due 10, 15, and 20 years from the Effective Date prior to each of the Reporting Dates and that have an average annual salary per job of no less than the Jobs' Salary Amount. The calculations for each of the Reporting Dates shall be made based solely on the averages for the immediately preceding periods aforementioned. The average number of full-time or full-time equivalent jobs with an average annual salary per job equal to the Jobs' Salary Amount or more for each of the Reporting Dates as calculated in this section shall be at least the Job Salary Amount. Tenant shall provide the County with a written report setting forth the information on the Job Salary Amount and the Jobs' Salary Amount on each Reporting Date for the preceeding periods outlined above, which reports shall be certified as set forth in Section (B) above, along with all pertinent supporting documentation. The County and Tenant acknowledge and agree that it shall be the burden of Tenant to establish, to the satisfaction of the County, that the Job Requirement has been met.

(D) Tenant will provide the required Community Benefits, as described in **Exhibit G**.

4.5 **Unavoidable Delays.** Other than Tenant's obligation to pay Annual Rent due to Landlord, the party obligated to perform shall be entitled to a reasonable extension of time because of its inability to meet a time frame or deadline specified in this Lease where such inability is caused by an Unavoidable Delay, including a COVID-19 Event, provided that such party shall, within fifteen (15) days after it has become aware of such Unavoidable Delay, give notice to the other party in writing of the causes thereof, and articulate the measures the delayed party intends to take to mitigate the delay. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delays, provided that (with respect to an Unavoidable Delay suffered by Tenant) Tenant cures said Unavoidable Delay within 30 days, or if it can't reasonably cure within 30 days, then it begins within such 30 days and diligently prosecutes cure provided in no instance shall cure period exceed 180 days, and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay.

Notwithstanding anything to the contrary herein, if any cure period to resolve an Unavoidable Delay exceeds, or is reasonably anticipated to exceed 180 days, then either party shall have the right to terminate this Lease without any further liability or obligation to the other.

4.6 **Commencement of Construction; Outside Date for Minimum Development Completion; Termination.**

(A) **Minimum Development.** Tenant shall Commence Construction of : (1) the Minimum Development-Phase I no later than twelve (12) months from the Effective Date of this Lease; and, (2) the Minimum Development-Phase II no later than sixteen (16) months from the Effective Date of this Lease. Tenant shall achieve Completion of Construction, as evidenced by a Temporary Certificate of Occupancy, of (i) the Minimum Development – Phase I, including the Public Infrastructure associated therewith, within twenty six (26) months after the Effective Date of this Lease; and, (ii) the Minimum Development - Phase II, including the Public Infrastructure associated therewith, within thirty seven (37) months from the Effective Date of this Lease.

(B) **Delays and Remedies.** If Tenant fails to Commence Construction for the Minimum Development - Phase I on or before the dates set forth in **Section 4.6(A)**, each of Landlord and Tenant shall have the right, to be exercised by delivery of written notice to the other, to terminate this Lease (in which event Landlord and Tenant shall have no further obligation to each other under this Lease, except as to such matters as expressly survive termination). If Tenant fails to Commence Construction for the Minimum Development- Phase II on or before the dates set forth in **Section 4.6(A)**, each of Landlord and Tenant shall have the right, to be exercised by delivery of written notice to the other, to terminate any portion of this Lease that has been designated for the construction of Phase II (in which event Landlord and Tenant shall have no further obligation to each other under this Lease, except as to such matters as expressly survive termination). If Completion of Construction has not been achieved for the Minimum

Development- Phase I or Minimum Development- Phase II by the deadlines set forth in this section, it shall be a Tenant Event of Default and the Landlord shall have all remedies available as set forth in this Lease, including, but not limited to, the right to terminate the Lease. All of the foregoing is subject to the rights of any Leasehold Mortgagee as specified in **Section 17.2** herein.

(C) **Tenant's Right to Terminate.** If within twelve (12) months from the Effective Date ("**Inspection Period**"), either or both the Tenant or the Landlord reasonably determine that Tenant is not able to develop the Project, substantially as contemplated in **Article 4** and as illustrated in the Development Concept, then, Tenant shall forthwith provide notice of same to Landlord or Landlord shall provide notice of same to the Tenant, as applicable, and Landlord and Tenant shall each have the right to terminate this Lease by giving written notice of termination to the other. In such event this Lease shall terminate fifteen (15) days following the receipt of such notice of termination and any and all construction materials located on the Demised Property and not incorporated therein may be retained by Tenant. Tenant shall not start the Commencement of Construction and shall not draw down any financing proceeds as a result of any approved Leasehold Mortgage until the expiration of the Inspection Period or following the delivery and issuance by the Tenant of an executed letter addressed to the County whereby Tenant waives the remaining time in the Inspection Period and its right to terminate set forth in this **Section 4.6(C)**. At no time during the Inspection Period can the Tenant do any construction on the Demised Property or agree to any financing commitment regarding the Demised Property without the express written consent of the Landlord. If and when the Landlord gives such consent, the Inspection Period shall be deemed terminated.

(D) **Landlord's Right to Terminate.** Termination by Landlord. In addition to other remedies in law or equity and subject to the provisions of **Section 4.6**, the Landlord shall have the right to terminate the Lease upon the occurrence of any of the following, upon the terms and conditions also set forth below.

- 1) Automatic Termination:
 - a. Institution of proceedings in voluntary bankruptcy by the Tenant.
 - b. Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
 - c. Assignment by Tenant for the benefit of creditors.
 - d. Failure of Tenant to maintain its not-for-profit tax status.
- 2) Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
 - a. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.
 - b. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

- 3) Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail sent to the Tenant for the following:
 - a. Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- 4) A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord for termination, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

4.7 **Construction; Delegation; Landlord Joinders.** Tenant shall have the right to develop and to construct or cause construction of the Improvements, subject to the terms and conditions of this Lease. Subject to **Section 4.8**, Landlord, as owner of the Demised Property, through its Mayor or Mayor's designee, agrees to reasonably assist in the joining in of any plat or zoning applications, final plat(s), required dedications/designations, or modifications, declarations (including those requested or required by the County or any agency thereof as part of any application), Permits (including, without limitation, building Permits, paving and drainage Permits and other Permits relative to the development and operation of the Project), and other documents and/or agreements, including but not limited to water and sewer agreements, estoppels and non-disturbance and attornment agreements, as may be necessary for Tenant to develop and use the Demised Property in accordance with the Plans and Specifications and/or the Development Concept as specified herein, provided that such joinders by Landlord shall be at no cost to Landlord other than its cost to review such documents, shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord, and also provided that form and provisions of such documents, shall be acceptable to Landlord in its sole discretion. Additionally, notwithstanding any of the foregoing, it is the intention of this Section to address only ministerial, or minor administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such applications, agreements or any other efforts contemplated above. Moreover, in no case shall the County be required to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

4.8 **Miami-Dade County's Rights As Sovereign.** The County retains all its sovereign prerogatives and rights as a county (the "**Sovereign**") under State and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that notwithstanding any provisions of this Lease and the County's status thereunder:

(A) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Project, or the

operation thereof, or be liable for the same; provided, without diminishing the foregoing, that the County (in its capacity as Landlord) agrees to reasonably cooperate with Tenant in Tenant's efforts to expedite Permits and entitlements.

(B) The County shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project.

(C) Notwithstanding and prevailing over any contrary provision in this Lease, any County covenant or obligation that may be contained in this Lease shall not bind the Board, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e., any Governmental Agency) to grant or leave in effect any zoning changes, variances, Permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the County or other applicable Governmental Agencies in the exercise of its/their police power(s).

4.9 **Conformity of Plans.** Plans and Specifications and Construction Plans, and all work by Tenant with respect to the Demised Property and Tenant's design, development and operation of the Improvements thereon shall be in conformity with this Lease, applicable building codes, Applicable Laws, and all other applicable federal, state, county and local laws and regulations.

4.10 **Design Plans; Review and Approval Process.**

- (A) No later than thirty (30) days prior to any submission to any governmental authority having jurisdictional authority over the Project seeking such Governmental Agency's approval and/or Permit, Tenant shall submit a complete set of such proposed Plans and Specifications for the Demised Property and the Improvements to the Director of the Internal Services Department ("ISD") for review, coordination and approval. For each submittal to the Landlord (collectively "**Plan Submittals**"), Tenant shall submit three (3) sets of prints with the date noted on each print along with two digital versions submitted on flash drives.
- (B) Tenant shall complete fifty percent (50%) of the design for the Improvements within one-hundred and eighty (180) days from the Effective Date, and shall, on or before such deadline, submit such 50% plans to the County. The 50% plans shall show, without limitation, any/all work to be performed on the Demised Property, including site plans, architectural, engineering, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities; water and sewer service connections; vehicular and pedestrian traffic circulation plans, including locations of ingress and egress to and from the Demised Property and the Improvements; curbs, gutters, and parkways, as applicable;

lighting; locations for outdoor signage; and storage areas, all sufficient to enable the County to make an informed judgment about the schedule, estimate, design and quality of construction.

- (C) Upon receipt of each of the above-mentioned submittals, the County shall review same and shall, within thirty (30) days after receipt thereof advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Tenant shall, within fifteen (15) days after the date Tenant receives such disapproval, make those changes necessary to meet the County's stated grounds for disapproval or request reconsideration of such comments. Within fifteen (15) days of the County's response to such request for reconsideration, Tenant shall, if necessary, resubmit such altered plans to the County. Any resubmission shall be subject to review and approval by the County, in accordance with the procedure herein above provided for an original submission, until the same shall receive final approval by the County. The County and Tenant shall in good faith attempt to resolve any disputes concerning the plans in an expeditious manner.
- (D) Upon the approval of the final Construction Plans for the Improvements, Tenant shall provide the County with a set of plans signed by all parties as approved. In the event any change occurs after approval of the final Construction Plans for the Improvements, then Tenant must resubmit the changed portion of the Construction Plans for the County's reasonable approval (unless the change is required by another governmental entity having regulatory authority over the development of the Improvements in which case only notice to the County, not the approval of the County, is required.)
- (E) At Tenant's request, Landlord shall, solely in its capacity as land owner of the Demised Property and at Tenant's expense, join in (or consent to, as required) the execution, submission and processing of all of the applications for approvals, including the execution and submittal of any declarations of restrictions reasonably requested by the reviewing Governmental Agency and acceptance of any conditions reasonably imposed by the reviewing Governmental Agency, and in securing incentives through the Beacon Council or any other public or private agency or organization. In that regard, notwithstanding the notice provisions contained in **Section 20.1** hereof regarding when notices are deemed given, Tenant, agrees to provide Landlord with any plans or other documents it intends to submit to any reviewing Governmental Agency not less than ten (10) business days prior to submission of same to any reviewing Governmental Agency, and Landlord shall execute and return any required joinders or consents within ten (10) business days following actual receipt of such joinders or consents from Tenant. Provided that, notwithstanding any of the foregoing, it is the intention of this provision to address only ministerial, or minor

administrative actions required of the County and not to require material or substantive obligations or undertakings by the County related to such Permit applications, zoning applications, revisions to site plans, or any other efforts contemplated above. Moreover, in no case shall the County be required to undertake any liability, or other obligations, or to waive, relinquish or diminish any right or privilege, in connection with such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any County right or privilege.

4.11 **"As-Built" Plans.** After Completion of Construction of the Improvements by Tenant, Tenant shall, within thirty (30) days provide Landlord with two (2) sets of As-Built Plans of the completed stage of the Project or Improvement.

4.12 **Tenant Development Obligations.** ISD's and/or the County's approval (or deemed approval) of the Development Concept and Plans and Specifications pursuant to this Lease shall not relieve Tenant of its obligations under law to file such Plans and Specifications with any department of Miami-Dade County or any other Governmental Agency having jurisdiction over the issuance of building, zoning or other Permits and to take such steps as are necessary to obtain issuance of such Permits. Tenant acknowledges that any approval given by RER (or deemed approval) pursuant to this **Article 4**, shall not constitute an opinion or agreement by the County that the Construction Plans are structurally sufficient or in compliance with any Applicable Laws, and no such approval (or deemed approval) shall impose any liability upon the County.

4.13 **Tenant's Facilities to be Constructed.** Notwithstanding anything herein to the contrary, Landlord shall not be responsible for any costs or expenses associated with or related to the Project, the Improvements, or the Demised Property, including, but not limited to, the design, development, construction, capital replacement, operation and/or maintenance of the Project, Improvements, or the Demised Property.

4.14 **Conditions Related to the Notice to Proceed and Commencement of Construction.**

(A) **Conditions Precedent to Notice to Proceed and Commencement of Construction.** Before issuance of a Notice to Proceed and the Commencement of Construction of any portion of the Project and any portion of the Minimum Development elements, and in addition to the submission and approval process specified in **Article 4** for construction generally, Tenant hereby agrees that it shall satisfy all of the following conditions precedent with respect to (i) the applicable phase of the Project (but not the entire Project, it being understood and agreed that the Project will be undertaken in two phases and that not all Improvements need be constructed simultaneously), the Project shall be completed within the timeframe(s) provided in **Article 4**:

(i) Tenant shall have submitted to the County all required planning and zoning approvals from the City of Opa-locka and all applicable governmental bodies necessary to complete Phase I Minimum Development and Phase II Minimum Development, prior to Commencement of Construction of Phase I Minimum Development.

(ii) Tenant shall have submitted to the County the Plans and Specifications (as hereinafter defined) with respect to (i) the Improvements to be constructed on the Demised Property for the applicable phase of construction, pursuant to **Section 4.10**, and shall have received approval from the County to proceed with same.

(iii) Tenant shall have entered into a valid and binding construction contract for the construction of the Improvements on the Demised Property, as applicable and subject to the provisions of **Sections 4.1 and 4.3**. Tenant shall remit to the County's ISD, in electronic format and as a hard copy, copies of said above contract.

(iv) All applicable governmental bodies, agencies and/or departments (the "**Governmental Agencies**") have given their development approvals, necessary for commencement of construction of the Improvements on the Demised Property, as applicable, and have issued all required permits for the construction of same (the "**Permits**"). Tenant shall remit to the County's ISD, in electronic format and as a hard copy, copies of such granted approvals.

(v) Tenant shall have provided to the County Mayor or his designee (with a copy to the County's Internal Services Department, for its approval), evidence reasonably acceptable to the County, that Tenant has the financial ability (including financing resources) to complete the development of the Improvements on the Demised Property, as applicable.

(B) **Additional Conditions.** At least ten (10) days before Tenant commences any construction work related to: (i) any portion of the Project or the Improvements, as applicable, or any materials are purchased from a supplier, Tenant shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Project, as applicable. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County as a beneficiary and obligee thereof. Tenant shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("**Encumbrances**"), to be placed on, or to cloud title of, Landlord's fee simple interest in the Demised Property and shall indemnify Landlord for any costs, expenses, or damages Landlord incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Landlord's fee simple interest within forty-five (45) days after Tenant receives written notice from Landlord demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed a Tenant Event of Default. Tenant shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice.

4.15 **Progress of Construction; Site Conditions.** Subsequent to the Commencement of Construction, Tenant shall submit reports to ISD, quarterly or at some other greater frequency reasonably and mutually agreed to, of the progress of Tenant with respect to development and construction of the Project. Tenant, by executing this Lease, represents it has visited the Demised Property, is familiar with local and all other conditions under which the construction and development is to be performed, will perform or cause the performance of all test borings and subsurface engineering, and all other testing, inspection and engineering, generally required at the site under sound and prudent engineering practices, and will correlate the results of the test borings

and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Improvements and the Project. Landlord makes no warranty as to soil and/or subsurface conditions or any other conditions of the Demised Property. Notwithstanding and prevailing over any contrary provisions hereof, including, but not limited to, those provisions regarding Unavoidable Delays, Tenant shall not be entitled to any adjustment of Rent payments or of any applicable time frame or deadline under this Lease in the event of any abnormal or unexpected subsurface, or other conditions.

4.16 **Existing Violations.** Landlord and Tenant acknowledge that the Demised Property is currently subject to a number of notices of violation and decisions (collectively, the “Violations”). As part of its Phase I Minimum Development obligations, Tenant shall resolve all Violations by effectuating payment, undertaking any necessary repairs, maintenance or improvements, and/or otherwise securing the release or discharge of such Violations.

4.17 **Connection of Buildings to Utilities.** Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the buildings and Improvements on the Demised Property and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord (but which may be owned by Miami-Dade Water and Sewer Authority or any other Governmental Agency). Tenant shall pay for all costs, if any, associated with locating and installing such connections and new facilities for sewer, water, electrical, and other utilities as needed to service the Demised Property.

4.18 **Ownership of Improvements.** With the exception of the structures being built as part of the Public Infrastructure which, following completion, will become the property of the County, the buildings and certain other Improvements and material and equipment provided by Tenant which are incorporated into or become a part of the Project (i.e., immovable fixtures) and Demised Property as part of the Minimum Development pursuant to **Section 4.1** shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the property of the Tenant for the Term of the Lease. At the expiration or termination of the term of this Lease, all such buildings, and Improvements and equipment (specifically excluding the personal property and moveable fixtures of Tenant and any subtenants) shall become the property of the Landlord.

4.19 **Off-Site Improvements.** Any off-site improvements required to be funded, designed, developed, constructed or contributed by any Applicable Laws as a result of Tenant’s development of the Demised Property (all of which may be considered as part of the Public Infrastructure to the extent they are publicly owned) shall be funded, designed, developed, constructed or contributed by Tenant. Should the Tenant determine, in its sole discretion, that the required off-site improvements are an unreasonable burden upon Tenant, Tenant may terminate this Lease, in the same manner and to the same effect as provided in **Section 4.6(C)**, so long as such termination shall occur within twelve months of the Effective Date.

4.20 **Introduction of Waste or Hazardous Materials.** The Tenant agrees that in its use of the Demised Property it shall comply with any and all Applicable Laws regarding waste and hazardous materials. Tenant shall not cause, or allow on or upon the Demised Property, or as may affect the Demised Property, any act which may result in the discharge of any waste, or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof

due to the release of any waste on or about the Demised Property, other than amounts customarily used in the construction of the Improvements or contemplated to be used in Tenant's use of the Project, all in accordance with all Applicable Laws: further, the Tenant shall not permit or suffer to be thrown, run, drained, allowed to seep, or otherwise discharged on or upon the Demised Property any hazardous materials or otherwise damage or cause the depreciation in value to the Demised Property, or any part thereof due to the release of any hazardous material (and Landlord recognizes and understands that the Project by its very nature will involve motor fuels, paints, solvents and other materials which constitute hazardous materials as defined herein, and approves their use in connection with the construction and operation of the Project). The Tenant further hereby agrees to immediately notify the Landlord, in writing, should Tenant have actual knowledge of the occurrence of an accident or incident in which any waste and/or hazardous materials are released or otherwise discharged on or about the Demised Property in violation of Applicable Laws. The term hazardous materials shall mean any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any legal requirements relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, including with limitation, Chapter 24 Miami-Dade County Code, the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder hereinafter in effect, or as may be amended from time to time.

During the Term, should the Tenant be responsible for any waste and/or hazardous material being released, exposed or otherwise discharged on or about the Demised Property after the Effective Date in violation of Applicable Laws, it shall be the Tenant's sole responsibility at its cost to remediate said discharge on or about the Demised Property; provided, however, that Tenant shall have no liability or responsibility for any release or the presence of waste or hazardous material in, on or under the Demised Property which, was not caused by, increased by, or was the responsibility of the Tenant, and through no fault of Tenant (i) existed prior to the Effective Date, (ii) was caused by the County, or (iii) first arises subsequent to the expiration or earlier termination of this Lease.

This Section survives the termination or expiration of this Lease.

4.21 **Designation of Landlord's Representative.** Except as otherwise specifically provided for in this Lease, the Mayor or Mayor's designee shall have the power, authority and right, on behalf of the Landlord, in its capacity as Landlord hereunder, and without any further resolution or action of the Board to, so long as such approvals or actions do not cause the Landlord to incur costs or additional contractual or other obligations and/or liabilities, and are consistent with **Section 23.6** of this Lease:

(A) Review and approve, in writing, documents, Plans and Specifications, applications (not including funding applications), requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the existing terms of this Lease;

(B) Consent to and approve in writing, actions, events, and undertakings by Tenant for which consent is required from the Landlord under the existing terms of this Lease; Make appointments of individuals or entities required to be appointed or designated by Landlord in this Lease;

(C) Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease, provided same shall create no obligations to, or rights in, any third parties; and

(D) Execute any and all ministerial documents on behalf of Landlord necessary or convenient to the foregoing approvals, consents, and appointments.

(E) Execute on behalf of the Landlord the documents set forth in **Section 4.7**.

4.22 Creating Sustainable Buildings.

This Project is subject to the County's Sustainable Buildings Program ("SBP") provisions in Chapter 9 of the Code of Miami-Dade County, Sections 9-71 through 9-75 together with Miami-Dade County Implementing Order IO 8-8, as managed by Miami-Dade County Office of Resilience within the Regulatory and Economic Resources Department.

The Tenant acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing a sustainable (or "green") building(s) on the Premises that conserves the community's natural resources, saves taxpayer dollars, reduces operating expenses, and creates a healthier built environment for employees, tenants, and visitors on and about the Premises. As a direct result of the Tenant's commitment to construct a sustainable building(s), the Tenant further agrees to the following:

The Tenant is required, at its sole cost and expense, to renovate the buildings, to at least a "certifier" certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), and the renovation of the buildings is also in compliance with any and all of the "green building standards" required by the Landlord for major renovation projects, in addition to any and all Florida building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Certified certification or designation means that the buildings shall be renovated to meet certain specifications as outlined by the U.S. Green Building Council, which will include various "green" or environmentally responsible features including, but not limited to, the preparation of the Premises, as well as the design and renovation of the building and/or other improvements; and all shall be reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant agrees to regularly provide the Landlord with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the renovation of the buildings, to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Certified

designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the buildings, while simultaneously making any and all other improvements and the remaining public spaces environmentally responsible in order to comply with the above mentioned requirement.

As per IO 8-8 the requirement for applying the appropriate LEED standard may be modified due to special circumstances of the project. Such modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard, and shall not, in any way, exempt the requirement to apply green building practices to the maximum extent possible. This substitution process shall be administered by and through the Office of Resilience Sustainability Manager.

If the Developer uses Building Better Communities Bonds to fund the project and it is covered under Sections 2.8-2.10 of the code then they will be exempt of complying with the SBP.

ARTICLE 5

PAYMENT OF TAXES, AND ASSESSMENTS

5.1 **Tenant's Obligations for Impositions.** Tenant shall pay or cause to be paid all Impositions, before any fine, penalty or interest may be added thereto, including but not limited to any real estate tax, sales tax, *ad valorem* tax or similar Impositions which at any time during the Term of this Lease are due and owing or have been, or which may become, a lien on the Demised Property or the Improvements or any part thereof Owned by Tenant (and specifically excluding any Public Infrastructure); provided, however, that:

(A) If any Imposition (for which Tenant is liable hereunder) may by law be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), at the option of Tenant, Tenant may pay the same in installments, including any accrued interest on the unpaid balance of such Imposition, provided that Tenant shall pay those installments which are to become due and payable after the expiration of the Term of this Lease, but which relate to a fiscal period fully included in the Term of this Lease.

(B) If any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration or termination of the Term, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term so that Tenant shall pay only that portion of such Imposition that is applicable to the period of time prior to expiration or termination of the Term, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so.

(C) If any Imposition relates to the period prior to the Effective Date or after the expiration or earlier termination of the Term, it shall be the sole responsibility and obligation of Landlord.

(D) Nothing herein shall be interpreted to mean that there are any Impositions applicable to the Demised Property or any portions of the Improvements owned by the County. This **Section 5.1** survives the termination of the Lease.

5.2 **Contesting Impositions.** Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition (provided such payment is required by applicable law), unless such payment or payment thereof under protest would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of **Section 5.1** herein, Tenant may postpone or defer payment of such Imposition if:

(A) Neither the Demised Property, the Improvements nor any part thereof would by reason of such postponement or deferment be in imminent danger of being forfeited or lost; and

(B) Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof, if any, as finally determined in such proceedings, together with any required costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith that are imposed upon Tenant in accordance with Applicable Laws.

ARTICLE 6

SURRENDER

6.1 **Surrender of Demised Property.** On the last day of the Term, or upon any earlier termination of this Lease, Tenant shall surrender and deliver up the Demised Property to the possession and use of Landlord without delay and, subject to the provisions of **Articles 16 and 18** herein, with the Improvements in their then "as is" condition and subject to reasonable wear and tear, acts of God, and casualties, at no cost or expense to the Landlord. Tenant shall take reasonable steps to ensure the safety, security and integrity of Demised Property and Improvements, and shall be obligated to reasonably cooperate with Landlord in the transition of the surrender of same.

6.2 **Removal of Personal Property.** Where furnished by or at the expense of Tenant or secured by a lien held by either the owner or a Lender financing same (or otherwise owned by Tenant or any permitted subtenant), signs, furniture, furnishings, movable trade fixtures, business equipment and/or other similar items may be removed by Tenant, or, if approved by Tenant, any lienholder at, or prior to, the termination or expiration of this Lease; provided however, that if the removal thereof will damage a building or Improvement or necessitate changes in or repairs to a building or Improvement, Tenant shall, prior to the expiration or termination date, repair or restore (or cause to be repaired or restored) the building or Improvement to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay or cause to be paid to Landlord, prior to the expiration or termination date, the reasonable cost of repairing any damage arising from such removal.

6.3 Rights to Personal Property and Moveables after Termination or Surrender.

Any personal property, including any moveables, of Tenant which shall remain in the Demised Property after three (3) months following the termination or expiration of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and, said personal property and moveables may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

7.1 Insurance. Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in **EXHIBIT "I"** hereto, which is hereby incorporated herein by reference.

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

7.3 Liability for Damage or Injury. Landlord shall not be liable for any damage or injury which may be sustained by any party, person or any personal property located on the Demised Property, other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, and all of which is subject to the conditions and limitations of Florida Statutes, Section 768.28. Nothing herein shall be construed as a waiver or limitation of the conditions and limitations of such statute.

7.4 Compliant Use. Tenant represents and warrants that all intended uses, and actual uses, of the Demised Property shall not be in violation of or contrary to the terms and conditions of this Lease, Applicable Laws, and of the exceptions, obligations, restrictions, covenants and reservations of record for the Demised Premises. Tenant shall, if desired, obtain title insurance for the benefit of itself and any Leasehold Mortgagee.

7.5 Survival. The provisions of this **Article 7** shall survive any termination or expiration of this Lease.

ARTICLE 8

OPERATION

8.1 **Control of Demised Property.** Landlord agrees that, subject to any express limitations and approvals imposed by the terms of this Lease, Tenant shall be free to perform and exercise its rights under this Lease. Tenant hereby agrees that any and all utilities with respect to the Demised Property shall be in the name of the Tenant. From and after the Effective Date, under no circumstance whatsoever, shall the Landlord be responsible for any utilities on the Demised Property, including, but not limited to, the installation, maintenance, initial cost or fee and/or any on-going charges or fees. Tenant hereby agrees to pay any and all such utilities relating to the Demised Property in a timely manner, so as to avoid any lien or encumbrance on the Demised Property. This Section survives the termination of the Lease with respect to any such costs incurred during the Lease.

8.2 **Repair and Relocation of Utilities.** Tenant, at its sole cost and expense and with the prior written approval of the appropriate utility, agrees to maintain and repair, replace and relocate as necessary, utility facilities within the Demised Property required for the construction and build-out of the Minimum Development, or for the operation of the Demised Property, and all existing and future Improvements, subject to the following conditions:

(A) Such activity does not materially or adversely interfere with Landlord's operations on any property outside the boundaries of the Demised Property (as evidenced in advance by a written instrument authorizing such repair and/or relocation of utilities); and

(B) Tenant complies with the provisions of all Permits and licenses which have been issued and are affected by such repair and relocation.

8.3 **No Right to Erect Signs.**

(A) With the exception of the signs listed in **Section 8.3(B)**, and other signage for which Tenant has obtained Landlord's prior approval (which Landlord will not unreasonably withhold or delay), Tenant shall not have the right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs in or on the Demised Property.

(B) The following types of signs shall be allowed within the Demised Property: Signs identifying the buildings and Improvements to the Demised Property and directional signs within the Demised Property as well as artworks and artistic banners as permitted under applicable zoning regulations and Applicable Laws, including but not limited to, the County's sign ordinance. As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used to indicate direction or street names, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise. Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements.

ARTICLE 9

REPAIRS AND MAINTENANCE

9.1 **Tenant Repairs and Maintenance.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Demised Property in good and safe order and condition, and make all necessary repairs thereto. The term “repairs” shall include all replacements, renewals, alterations, additions and betterments deemed necessary by Applicable Laws or by Tenant. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work. Tenant shall keep and maintain all portions of the Demised Property and all Improvements in safe and reasonable order and operating condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions.

ARTICLE 10

COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

10.1 **Compliance by Tenant.** Throughout the Term of this Lease, Tenant, at Tenant’s sole cost and expense, shall promptly comply, or shall cause others (such as permitted Subtenants) to promptly comply, with all Applicable Laws, (including but not limited to the correction of Violations which shall be subject to the provisions of **Section 4.16**).

10.2 **Contest by Tenant.** Tenant shall have the right, after prior written notice to Landlord, to contest the validity or application of any Applicable Laws by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, and shall indemnify the Landlord for any consequences therefrom. If counsel is required, the same shall be selected and paid by Tenant. The provision of this Section regarding indemnification survives the termination or expiration of this Lease.

ARTICLE 11

CHANGES AND ALTERATIONS TO BUILDINGS BY TENANT

11.1 **Tenant’s Right.** Provided that the Uses outlined in **Sections 4.1** and **4.3**, are not permanently and materially reduced, diminished, or materially altered in quantity, quality or otherwise, Tenant (with Landlord's approval, which shall not be unreasonably withheld or delayed) shall have the right at any time or from time to time during the Term of this Lease, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Improvements, and to raze existing buildings provided any such razing shall be preliminary to and in connection with the rebuilding of a new building(s); provided, however, that:

(A) The method, schedule, Development Concept and Plans and Specifications for razing any existing building and replacing it with a new building(s) are submitted to Landlord for its approval (which shall not be unreasonably withheld or delayed) at least sixty (60) days prior

to the commencement of any razing (unless action is required to comply with building and safety codes, in which Tenant will provide Landlord with prior notice that is reasonable under the circumstances);

(B) The rebuilding, alteration, reconstruction or razing does not violate any other provisions of this Lease;

(C) The use of the Demised Property is consistent with the uses permitted under this Lease; and

(D) Tenant shall obtain all approvals, Permits and authorizations required under Applicable Laws.

(E) Notwithstanding the foregoing, none of the following shall require Landlord's review or approval:

- (i) any modifications, construction, replacements, or repair in the nature of "tenant work," or "tenant improvements", as such terms are customarily used, or any other interior work within any building, provided the Minimum Development is maintained; or
- (ii) any normal and periodic maintenance, operation, and repair of the Improvements; or
- (iii) any interior reconfigurations or non-material alterations made to the Improvements; or
- (iv) any repair or reconstruction to any Improvement damaged by casualty, substantially in the same form as existed prior to such casualty; or

ARTICLE 12

DISCHARGE OF OBLIGATIONS

12.1 **Tenant's Duty**. During the Term of this Lease, Tenant will discharge or cause to be discharged any and all obligations incurred by Tenant which give rise to any liens on the Demised Property, it being understood and agreed that Tenant shall have the right to withhold any payment (or to transfer any such lien to a bond in accordance with applicable Florida law) so long as it is in good faith disputing liability therefore or the amount thereof, provided (a) such contest of liability or amount operates as a stay of all sale, entry, foreclosure, or other collection proceedings in regard to such obligations, or disputed payments are escrowed while the parties negotiate the dispute, and (b) such action does not subject Landlord to any expense or liability. In the event Tenant withholds any payment as described herein and as a result a lien is imposed upon

Tenant's leasehold interest in the Demised Property which is not transferred to bond within forty-five (45) days, it shall give written notice to Landlord of such action and the basis therefor.

ARTICLE 13

PROHIBITIONS ON USE OF DEMISED PROPERTY AND ADDITIONAL REQUIREMENTS

13.1 Prohibited Use of Demised Property by Tenant and Additional Requirements.

(A) Tenant shall not construct or otherwise develop on the Demised Property anything that is inconsistent with the terms and conditions of this Lease

(B) The Demised Property shall not knowingly be used for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is extra-hazardous or constitutes a legal nuisance of any kind (public or private); or any purpose which violates the approvals of applicable government authorities; or

(C) No covenant, agreement, lease, sublease, Leasehold Mortgage, or other instrument shall be effected or executed by Tenant, or any of its permitted successors or assigns, whereby the Demised Property or any portion thereof is restricted by Tenant, or any permitted successor in interest, upon the basis of race, color, religion, sexual orientation, sex or national origin in the lease, use or occupancy thereof. Tenant shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sexual orientation, sex, or national origin in the lease or occupancy of the Demised Property.

(D) **Affirmative Action Plan.** Tenant shall report to Landlord information relative to the equality of employment opportunities whenever so requested in writing by Landlord (but not more often than once in any given six (6) month period).

(E) **Assurance of compliance with Section 504 of the Rehabilitation Act.** Tenant shall report its compliance with Section 504 of the Rehabilitation Act whenever requested in writing by the Landlord (but not more often than once in any given six (6) month period).

(F) **Civil Rights.** Tenant agrees to abide by Chapter 11A, Article IV, Sections 2 and 28 of the Code of Miami-Dade County, as amended, applicable to non-discrimination in employment and abide by Executive Order 11246 which requires equal employment opportunity.

(G) Where applicable, Tenant agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D&E) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which provides in part that there will be no discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this Lease, with regard to persons served, or in regard to employees or applicants for employment.

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

(I) Tenant shall not knowingly suffer any act to be done or any condition to exist in or on the Demised Property or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may make void or voidable any insurance then in force with respect thereto.

13.2 Dangerous Liquids and Materials. Tenant shall not possess or otherwise maintain flammable or combustible liquids or dangerous or explosive materials on or about the Demised Property in violation of any applicable Laws and Ordinances. Tenant shall not permit its permitted Sublessees, if any, or any other person or entity to carry flammable or combustible liquids or dangerous or explosive materials into or onto the Demised Property during the Term except as such substances are used in the ordinary course of business, and shall prohibit the storage or manufacture of any flammable or combustible liquid or dangerous or explosive materials in or on the Demised Property in violation of applicable Laws and Ordinances; provided that this restriction shall not apply to prevent (a) the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion, (b) the maintaining retail inventories for sale to retail customers of motor oils and similar types of products, (c) the use of normal cleaning and maintenance liquids and substances and/or, office and other supplies customarily used, (d) the use of flammable or combustible liquids or dangerous or materials in construction of Improvements on the Demised Property (provided such use is not in violation of applicable Laws and Ordinances), or (e) the use of flammable or combustible liquids or dangerous or materials in Tenant's (and any permitted Sublessee's) business operations within the Demised Property (provided such use is not in violation of applicable Laws and Ordinances).

13.3 Tenant's Duty and Landlord's Right of Enforcement Against Tenant and Permitted Successors and Assignees. Promptly upon learning of the occurrence of actions prohibited by **Sections 13.1 or 13.2**, Tenant shall promptly take steps to terminate same, including the bringing of a suit in Circuit Court, if necessary. In the event Tenant does not take steps to terminate a prohibited action within ten (10) business days of Tenant learning of any actions, Landlord may seek appropriate injunctive relief against the party or parties actually engaged in the prohibited action in the Circuit Court of Miami-Dade County without being required to prove or establish that Landlord has inadequate remedies at law. All Leasehold Mortgages shall be deemed to be subject to this provision (but this provision shall be enforceable only upon the Leasehold Mortgagee thereunder, any designee of such Leasehold Mortgagee or any purchaser at a foreclosure sale acquiring title to the Lease following a foreclosure or deed-in-lieu of foreclosure under a Leasehold Mortgage) and any other permitted conveyances, transfers and assignments under this Lease. Any permitted transferee who accepts such Leasehold Mortgage, or any other permitted conveyance, transfer or assignment hereunder, shall be deemed by such acceptance to adopt, ratify, confirm and consent to the provisions of **Sections 13.1, 13.2 and 13.3** and to Landlord's rights to obtain the injunctive relief specified therein.

13.4 **Designation of Buildings by Name.** Tenant shall have the right and privilege of designating names by which the the Project or any portion thereof shall be known, so long as such name is not obscene (as defined by *Florida Law*). Notwithstanding the foregoing, upon the expiration or early termination of this Lease, (i) the parties hereby agree that Landlord is not, and shall not be, bound to any designation or name used in connection with any building, Improvement or the Project, and (ii) Landlord shall be prohibited from utilizing any name of any Improvement or the Project that contains any trademark of Tenant.

ARTICLE 14

ENTRY BY LANDLORD

14.1 **Inspection by Landlord of Demised Property.** Landlord and its authorized representatives, upon reasonable written notice (delivered not less than three (3) business days prior to the anticipated inspection) and in the presence of a representative of Tenant (and/or a permitted Subtenant, if the Subtenant's space is to be inspected), shall have the right to enter the Demised Property at reasonable times during normal business hours for the purpose of inspecting the same to assure itself of compliance with the provisions of this Lease. Provided that no such restrictions shall apply in the event of an emergency or perceived emergency or danger. Furthermore, as Tenant may be conducting research and development activities on or about the Demised Property that Tenant deems to be confidential, Tenant may limit access to such areas to one representative or a limited number of representatives of Landlord provided that such representative(s) agree to execute a confidentiality agreement for Tenant's benefit in accordance with applicable law.

14.2 **Limitations on Inspection.** Landlord shall be limited to one physical inspection per quarter throughout the Lease Term of this Lease. Landlord, in its exercise of the right of entry granted to it in **Section 14.1** herein, shall not unreasonably disturb the occupancy or business activities of Tenant or any permitted Subtenant.

ARTICLE 15

LIMITATIONS OF LIABILITY

15.1 **Limitation of Liability of Landlord.** Landlord shall not be liable to Tenant for any incidental, consequential, special or punitive loss or damage whatsoever arising from the rights of Landlord hereunder.

15.2 **Limitation of Liability of Tenant.** Tenant shall not be liable to Landlord for any incidental, consequential, special or punitive loss or damage whatsoever arising from rights of Tenant hereunder.

ARTICLE 16

CASUALTY, DAMAGE AND DESTRUCTION

16.1 Tenant's Duty to Restore. If, at any time during the Term of this Lease, the Demised Property, the Project, any Improvement which constitutes a material portion of the Project, or any part of the foregoing shall be damaged or destroyed by fire or other casualty covered within the insurance designation of fire and extended coverage as same is customarily written in the State of Florida, Tenant, at its sole cost and expense, if so requested by Landlord, or elected by Tenant, and provided that the insurance proceeds related to such casualty are made available to Tenant for use in connection therewith, shall repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, conditions and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect to make in conformity with the provisions of this Lease and modern construction techniques and methods. Provided Tenant otherwise complies with the terms of this Lease and if necessary obtains Landlord's approval (in a manner consistent with the requirements of this Lease relative to the initial construction of the Improvements), through the Board, it may construct Improvements which are larger, smaller or different in design, and which represent a use comparable to prior use or as are allowed by **Article 4** of this Lease and by Applicable Laws. However, in the event insurance proceeds related to such casualty are not made available to Tenant for use in connection therewith, or are deemed insufficient by Tenant in its reasonable discretion to enable the continuation of operations on the Demised Property, or in the event that casualty so damages a material portion of the Project such that Tenant cannot reasonably be expected to operate its business within the Demised Property as intended for a period of more than one year, and Tenant elects not to rebuild, (i) Tenant and Landlord shall each have the right to terminate this Lease, (ii) in which event the Demised Property shall be returned to Landlord in its then existing condition (except that Tenant shall use the insurance proceeds to demolish any structures or improvements that are unusable or unsafe), and (iii) all rent shall be abated from and after the date Tenant notifies Landlord in writing of the effective date of the termination of this Lease. The balance of any unused insurance proceeds shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

16.2 Interrelationship of Lease Sections. Except as otherwise provided in this **Article 16**, the conditions under which any construction, repair and/or maintenance work is to be performed and the method of proceeding with and performing the same shall be governed by all the provisions of **Article 4** and **Article 11** herein.

16.3 Loss Payees of Tenant-Maintained Property Insurance. With respect to all policies of property insurance required to be maintained by Tenant in accordance with **Exhibit I**, attached, (a) Landlord shall be named as a loss payee as its interest may appear (and if a Leasehold Mortgage then exists, the Leasehold Mortgagee shall also be named as the loss payee), and (b) the loss thereunder shall be payable to Tenant, Landlord and any Leasehold Mortgagee under a standard mortgage endorsement. Neither Landlord nor any Leasehold Mortgagee shall unreasonably withhold its consent to a release of the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding (when the Improvements are to be repaired or rebuilt as provided herein); provided that Leasehold Mortgagee's agreement relative to insured losses and use of proceeds shall be subject to the terms of the Leasehold Mortgage. Any proceeds remaining after completion of rebuilding or repair under this Article, shall be paid to Tenant.

16.4 Abatement of Rent. During the period of any repair or maintenance under this **Article 16**, and provided that such repair or maintenance is being promptly and diligently pursued, Annual Rent shall be abated until such time as the repairs/rebuilding has been substantially completed (as evidenced by a temporary Certificate of Occupancy or completion), and shall be abated on a proportionate basis (i.e., Annual Rent shall be abated on the same percentage basis as the percentage of the square footage of the Improvements that are damaged or destroyed vis-à-vis the square footage of all similar Improvements within the Demised Property). Said abatement of Annual Rent shall be limited in all case to no more that one-hundred and eighty (180) days.

16.5 Termination of Lease for Certain Destruction Occurring During Last Five Years of Lease Term. Notwithstanding anything to the contrary contained herein, in the event that (i) the Improvements, buildings, or any part thereof shall be damaged or destroyed by fire or other casualty during the last five (5) years of the Term of this Lease (as same may be extended from time to time by Tenant exercising one or more options), and the estimated cost for repair and restoration exceeds an amount equal to ten percent (10%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by the Landlord, but paid for by the Tenant, excluding value of the Land), or (ii) the Improvements, buildings, or any part thereof shall be damaged or destroyed by fire or other casualty and either (x) the estimated cost for repair and restoration exceeds twenty-five percent (25%) of the then-current fair market value of the Improvements (as determined by an appraisal secured by Landlord, but paid for by the Tenant, excluding value of the Land), or (y) the damage is such that the Improvements cannot be repaired or rebuilt (as reasonably determined by Tenant) within nine (9) months of the occurrence of such damage or destruction, then Tenant and Landlord shall each have the right to terminate this Lease and its obligations hereunder by giving written notice to the other party within six (6) months after such damage or destruction (provided, however, that in the event that Landlord gives a notice of termination pursuant to this provision, and Tenant subsequently exercises an Option to extend the Term of this Lease, Landlord's notice of termination shall be moot and the Lease shall remain in effect). In such event, this Lease shall terminate fifteen (15) days following receipt of such notice, and Tenant shall not be entitled to the return of any Annual Rent, though (i) all rent hereunder accruing from and after the date such notice of termination is delivered shall be abated and (ii) rent following the occurrence of such casualty or other damage shall be abated on the same percentage basis contained in **Section 16.4** above. In such event, the property insurance proceeds for the damaged buildings and Improvements, including business interruption insurance proceeds, shall be first used for returning the Demised Property to the Landlord in the condition the Tenant received it on the Effective Date of this Lease including, but not limited to, the clearing of the land of any construction, after which, any balance shall be paid to Tenant and any Leasehold Mortgagee as their respective interests may appear.

ARTICLE 17

MORTGAGES, TRANSFERS, SUBLEASES, TRANSFER OF TENANT'S INTEREST.

17.1 Right to Transfer Leasehold. During the Term of this Lease, Tenant, subject to the terms of this Lease shall be permitted from time to time, to assign or otherwise transfer all or any portion of its rights under this Lease, subject to the following:

(A) No material breach, or Event of Default exists under **Section 19.1**, at the time of such assignment or transfer;

(B) Tenant must obtain prior, written consent of Landlord for such assignment or transfer, through the Board, both as to the proposed transfer and the proposed transferee. Such consent shall not be unreasonably withheld.

17.2 Right to Mortgage Leasehold. Notwithstanding anything in **Section 17.1** to the contrary, Tenant shall be permitted to encumber its interest in this Lease (such encumbrance being defined as a "**Leasehold Mortgage**") in order to finance the construction of the Project and to refinance any Leasehold Mortgage, subject to the following terms and conditions. Any proceeds obtained by Tenant from any Leasehold Mortgage, and any additional proceeds obtained from any refinancing of any Leasehold Mortgage beyond those proceeds necessary to satisfy the balance of any existing Leasehold Mortgage, shall be used for payment or repayment of costs of construction, maintenance, and repairs for the Project. Landlord and Tenant (and, as appropriate, the Leasehold Mortgagee) will enter into such customary documentation as may reasonably be required in connection with such leasehold financing to memorialize (i) that the Leasehold Mortgage is subordinate and inferior to the County's ownership of the Demised Property, (ii) that the leasehold lender will attorn to the County in the event of any default by Tenant under the Leasehold Mortgage, (iii) that Tenant will provide the leasehold lender with reasonable notice of any default by Tenant hereunder, and reasonable opportunity to cure same (such notice and opportunity not to exceed that provided to Tenant hereunder), and (iv) so long as the leasehold lender does timely cure any breach or default of Tenant hereunder and so long as leasehold lender thereafter otherwise complies with Tenant's obligations under this Lease, (including, but not limited to, those contained in Sections 4.1-4.6), following leasehold lender's foreclosure of the Leasehold Mortgage (or taking of possession pursuant to it prior to foreclosure), Landlord will recognize leasehold lender as Tenant and will not disturb leasehold lender's possession of the Demised Property. This Section shall survive the expiration and/or early termination of this Lease. Tenant may not encumber its interest in the Lease with a leasehold Mortgage: (a) of a duration greater than the remaining Term of the Lease; or (b) for the portion of the Demised Premises to be used for the Residential Complex in Phase II unless and until such time as the Tenant is ready, as reasonably determined by the County, to promptly undertake the Commencement of Construction for the Phase II Residential Complex.

17.3 Notice to Landlord of Mortgage. A notice of each Leasehold Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. Landlord shall be furnished a copy of each such recorded Leasehold Mortgage.

17.4 Continued Use. Cumulative to all other obligations to the County, the Demised Property must continue to be used for all the uses provided for in **Article 4** herein without interruption. If for any reason the Demised Property ceases to be used as provided for in **Article 4** for more than sixty (60) consecutive days, or more than sixty (60) days in any 12 (twelve) month period, then the Demised Property and/or any its Improvements shall, at the option of the County, revert to County ownership immediately upon the County giving written notice to Tenant.

17.5 **Rights to Sublease and Non-Disturbance to Subtenants.** Tenant may not sublease more than forty-nine percent (49%) of the entire Demised Property to a single person or entity without the prior written consent of the County, through its Board, which shall not be unreasonably withheld. Subject to the foregoing sentence, Tenant may enter into one or more subleases of portions of the Demised Property (each a “**Sublease**”) without the prior consent of the County, provided (i) that, notwithstanding any other provisions of this Lease, no Sublease shall relieve Tenant of any obligations under the terms of this Lease, and that Tenant shall be liable for any action by any subtenant (each a “**Subtenant**”) which constitutes a breach of the Lease, unless a release of Tenant is granted by the Board, (ii) each Sublease must require that such Subtenant comply with all terms and conditions of this Lease, (iii) each Sublease must be for a Permitted Use and compatible with the standards and requirements set forth in this Lease, including **Section 4.1** herein, and as determined by Landlord, consistent with the intent of this Lease as stated in the Preamble to this Lease. Tenant must give written notice to Landlord specifying the name, address, and proposed and/or permitted use of any Subtenant to which all notices required by this Lease shall be sent, and a copy of the Sublease. For the avoidance of doubt, disagreements between Tenant and Landlord with respect to a determination by Landlord under clause (iii) above shall be subject to the dispute resolution procedures set forth herein. This Section survives the termination of the Lease.

17.6 **Estoppel Certificates from Landlord.** Upon request of Tenant, any Leasehold Mortgagee or any Subtenant, Landlord agrees to give such requesting party an estoppel certificate in accordance with **Section 22.2** herein, and the requesting party shall be entitled to rely on the estoppel certificate; provided that Landlord shall not incur any liability for damages to any Leasehold Mortgagee, Subtenant, or other third party by virtue of providing such certificate, even if later determined to be inaccurate (provided that Landlord has exercised good faith in so providing).

17.7 **[Reserved.]**

17.8 **No Subordination or Mortgaging of Landlord’s Fee Title.** There shall be no subordination of Landlord’s fee simple interest in the Demised Property to the lien of any Leasehold Mortgage financing, nor shall Landlord be required to join in such Leasehold Mortgage financing (although nothing herein shall be deemed to limit or abrogate Landlord’s obligations with respect to Leasehold Mortgage financing set forth in **Section 17.2** above). No Leasehold Mortgagee may impose any lien upon the Landlord’s fee simple interest in the Demised Property.

ARTICLE 18

EMINENT DOMAIN

18.1 **Taking of Demised Property.** If at any time during the Term of this Lease the power of eminent domain shall be exercised by any federal, state, or county sovereign or their proper delegates, by condemnation proceeding (a “**Taking**”), to acquire the entire Demised Property (a “**Total Taking**”), such Total Taking shall be deemed to have caused this Lease (and the Option to Renew, whether or not exercised) to terminate and expire on the date of such Total

Taking. Tenant's right to recover a portion of the award for a Total Taking, as hereinafter provided, is limited to the fair market value of the Improvements during the term of the Lease, plus the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease (including any unexercised renewal Options), and in no event shall Tenant be entitled to compensation for any fee interest in the Demised Property. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to receive from the condemning authority not less than the appraised value of the highest and best use of the Demised Property as if vacant and assuming no improvements existed on the Demised Property, at the time of Taking, plus the reversionary value of the Improvements after the term of this Lease expires (presuming that all unexercised renewal Options had been or would be exercised), plus any special damages arising from the termination of such Lease. All rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Total Taking, which shall be the date on which actual possession of the Demised Property or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Total Taking.

18.2 Proceeds of Taking. In the event following any such Total Taking under **Section 18.1**, this Lease is terminated, or in the event following a Taking of less than the whole of the Demised Property (a "**Partial Taking**") this Lease is terminated as provided for in **Section 18.3** herein, the proceeds of any such Taking (whole or partial) shall be distributed as described in **Section 18.1**. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this **Article 18** in the proceeding pursuant to which the Demised Property shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement mutually acceptable to Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding.

18.3 Partial Taking; Termination of Lease. If, in the event of a Taking of less than the entire Demised Property, (i) the remaining portion of the Demised Property not so taken cannot be, in Tenant's reasonable determination, adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, or (ii) the award to Tenant for such Partial Taking is insufficient to pay for such restoration, repair or reconstruction, or (iii) the partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new building on any portion of the Project, then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Partial Taking (or the date of the award, whichever is later), to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Partial Taking, in which case Tenant shall pay and shall satisfy all rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the Term herein demised shall cease and terminate (except that Tenant shall use the award to Tenant for such Partial Taking to demolish any structures or Improvements that are unusable or unsafe).

18.4 Partial Taking; Continuation of Lease. If, following a Partial Taking, this Lease is not terminated as herein above provided then, (i) this Lease shall terminate as to the portion of the Demised Property taken in such condemnation proceedings; (ii) as to that portion of the Demised Property not taken, Tenant may proceed at its own cost and expense (though subject to its receipt of the award arising from the Partial Taking and/or insurance) either to make an adequate restoration, repair or reconstruction or to rebuild a new building or reconfigure the Project upon the portion of the Demised Property not affected by the Taking, and (iii) Tenant's share of the award shall be determined in accordance with **Section 18.1** herein. Without limiting the foregoing, Tenant will be entitled to (X) an amount sufficient for Tenant to pay all costs to repair and restore (in a manner determined by Tenant) any damage to (and/or to otherwise reconfigure) the Demised Property (including the Improvements), (Y) an amount reflecting damage to the remainder of the Demised Property (i.e., the portion of the Demised Property not taken), and (Z) business damages. Such award to Tenant may be used by Tenant for its reconstruction, repair or rebuilding. Any excess award after (or not used for) such reconstruction, repair or rebuilding, may be retained by Tenant. If the part of the award so paid to Tenant is insufficient to pay for such restoration, repair or reconstruction, but Tenant does not terminate the Lease pursuant to **Section 18.3**, Tenant shall be responsible for the remaining cost of whatever restoration, repair and reconstruction Tenant elects to undertake, and complete the same in accordance with the applicable provisions of **Article 4** hereof (as if same were applicable to such restoration, repair or reconstruction) free from mechanics' or materialmen's liens and shall at all times save Landlord free and harmless from any and all such liens (all in accordance with the applicable provisions of **Article 4**). If Tenant elects not to terminate this Lease, then the Annual Rent and/or other amounts otherwise payable hereunder by Tenant shall be partially abated on an equitable basis, as determined by the Landlord.

18.5 Temporary Taking. If the whole or any part of the Demised Property or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy exceeding one month following the Completion of Construction, Tenant may elect to terminate the remaining Term, failing which this Lease shall not terminate by reason thereof, and Tenant shall continue (i) to pay, in the manner and at the times herein specified, the Annual Rent, and all other charges payable by Tenant hereunder [though partially abated to the extent any portion of the Demised Property is unavailable for use by Tenant (such abatement to be determined on an equitable basis)], and (ii) except only to the extent that Tenant either may be prevented from so doing pursuant to the terms of the order of the condemning authority or is unable to do so given the nature of the temporary Taking, to perform and observe all of the other terms, covenants, conditions and all obligations hereof upon the part of Tenant to be performed and observed, as though such Taking had not occurred. Tenant covenants that, upon a temporary Taking, to the extent Tenant has not elected to terminate the Lease as provided in this **Section 18.5**, and prior to the expiration of the term of this Lease, it may, at its sole cost and expense, restore the Demised Property, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such Taking.

18.6 Additional Takings. In case of a second or any additional partial Taking(s) from time to time, the provisions hereinabove contained shall apply to each such partial Taking. In the event any federal, state, or county sovereign or their proper delegates with the power of eminent domain appropriates or condemns all or a portion of the Demised Property and Landlord is a

beneficiary of such Taking, the award shall be divided in accordance with the provisions of this **Article 18**.

18.7 **Inverse Condemnation or Other Damages.** In the event of damage to the value of the Demised Property by reason of change of grade, access rights, street alignments or any other governmental or quasi-governmental act (not involving Landlord solely in its capacity as such) which constitutes an inverse condemnation of any portion of the Demised Property creating a right to full compensation therefore, then Landlord and Tenant shall each be entitled to claim and receive from the net payment or award made on account thereof, the compensation for their respective estates and interests as set forth in **Section 18.1**.

ARTICLE 19

TENANT DEFAULT

19.1 **Events of Default of Tenant.** Unless otherwise specified in this Lease, the following provisions shall apply if any one or more of the following “**Events of Default**” of or by Tenant shall happen:

(A) from the failure to make due and punctual payment of any Annual Rent, or other monies payable to Landlord under this Lease when and as the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or

(B) from the Tenant’s failure to keep, observe and/or perform any of the terms contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant setting forth with reasonable specificity the nature of the alleged breach; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default; provided that should any such default continue in excess of one hundred and eighty (180) days, even after a cure of the default is diligently pursued by the Tenant, or is an Uncurable Event of Default, such shall constitute an “**Event of Default.**” Should Landlord fail to notify the Leasehold Mortgagee, it shall not prevent Landlord from taking any action against Tenant.

19.2 **Failure to Cure Default by Tenant.**

(A) If an Event of Default of Tenant or other material breach shall occur, Landlord shall give written notice to Tenant stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, unless the Tenant cures the Event of Default.

(B) If (X) an Event of Default of Tenant or other breach shall occur, and (Y) Landlord elects not to immediately terminate this Lease, then Landlord, shall have all rights and

remedies at law, including but not limited to (and/or in addition to) the following, which are cumulative:

- (i) sue Tenant and to recover all Landlord's actual damages, costs and expenses (provided, however, that in no event will such damages include punitive, consequential, or exemplary damages);
- (ii) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default or breach and/or to obtain a decree specifically compelling performance of any term or provision of this Lease;
- (iii) In the event of Tenant's failure to comply with any of the conditions in **Section 4**, Landlord shall additionally be entitled to recover the actual market value rent for the Demised Property (if greater than the stated Annual Rent), beginning from the time of the failure until the time of compliance; or
- (iv) to terminate any and all obligations that Landlord may have under this Lease, in which event Landlord and Tenant shall be released and relieved from any and all liability under this Lease accruing from and after the date of termination, except for those matters which expressly survive termination of this Lease.

(C) Liquidated Damages for Job Deficiencies. Separate and apart from the remedies specified in **Section 19.2(B)** above, provided that (X) Tenant has completed the Minimum Development, but (Y) the Job Requirement as specified in **Section 4.3(A)(vii)** has not been fully met, such failure shall constitute an Event of Default and Liquidated Damages For Job Deficiencies ("LD's") for each Job Requirement shall apply.

- (i) It is acknowledged that there will be significant economic development and benefits that will accrue to the County and its residents from the development and operation of the Property for the Permitted Uses. It is further acknowledged that should Tenant fail to comply with the Minimum Development Requirements pertaining to job creation as set forth in **Section 4.4** of this Lease, the damages consequent upon such a breach are not readily ascertainable. Accordingly, should Tenant fail to meet or satisfy the obligations contained in **Section 4.4** of this Lease, the County shall be entitled to receive, and the Tenant shall be required to pay, as liquidated damages ("LDs"), and not as a penalty, the amounts set forth in subsection (ii) below.
- (ii) Calculations. In calculating the average salaries of the permanent, full-time or full-time equivalent permanent jobs on the Property in order to determine if the Job Requirement has been met, a job with an annual salary of less than the Job Salary Amount may average with a job with an annual salary of more than the Job Salary Amount to satisfy the Job Requirement. The "**Average Jobs Number**" shall be determined by: (i) multiplying the number of jobs created at a particular salary by the salary for such jobs; (ii) adding all of the factors obtained from the multiplication of salary x jobs; and (iii) dividing by the Job Salary Amount as of that date. For example, if on the first Reporting Date, Tenant reports that it has created 28 jobs with a salary of

- \$36,000 ($28 \times \$36,000.00 = \$1,008,000.00$) and 5 jobs with a salary of \$100,000.00 ($5 \times \$100,000 = \$500,000$) and the Job Salary Amount as of that date is \$71,278.95, then the Average Jobs Number for the Job Requirement is 38 [$(\$1,008,000.00 + \$500,000.00 = \$1,508,000) / \$71,278.95 = 21.15$]. In this example, the Job Requirement has not been met because the Average Certified Jobs for the Job Requirement at the or above the Jobs Salary Amount is less than the Job Amount of 38 and there shall be a "Job Shortage Number" (as such term is defined below) of 17. The Average Jobs Number shall always be rounded down to the nearest whole number. Under this example, the Job Requirement of 38 full-time or full-time equivalent jobs with an average annual salary of no less than the Job Salary Amount will not be satisfied for such Reporting Date, and an LD will be payable as provided in subsection (iii) below.
- (iii) **LD Amounts.** Each Certified Job required by the specified Job Requirement but not achieved in any year of the Job Maintenance Period is a Job Shortage Number ("**Job Shortage Number**"). If Tenant fails to meet the Certified Jobs for the Job Requirement on any Reporting Date, then Tenant or its successor or assign shall pay to the County as an LD the amount equal to (i) 12.5% of the Job Salary Amount, or \$8,909.87 multiplied by the Job Shortage Number, if the deficiency occurs on the first (1st) Reporting Date, (ii) 13.5% of the Job Salary Amount, or \$9,622.66 multiplied by the Job Shortage Number if the deficiency on the second (2nd) Reporting Date, (iii) 14.5% of the Job Salary Amount, or \$10,335.45 multiplied by the Job Shortage Number if the deficiency occurs on the third (3rd) Reporting Date, and (iv) 15.5% of the Job Salary Amount, or \$11,048.24 multiplied by the Job Shortage Number on the fourth (4th) Reporting Date. Any LDs due and owing shall be paid to the County within sixty (60) days after the applicable Reporting Date. For example, if the Certified Jobs for the Job Requirement on the first Reporting Date (5 years after the Effective Date) is 21, as under the example above, the Job Shortage Number will be (i) 38, minus (ii) 21. In this example, the LDs would be \$8,909.87 multiplied by seventeen (17) jobs, or \$151,467.79.
- (iv) As an example, if at the end of the first year following the Completion of Construction of the Minimum Development – Phase I, there is a Job Shortage Number of seventeen (17) jobs, then Tenant owes Landlord \$151,467.79 for that year to be paid 60 days thereafter. If, at the end of the second year following the Completion of Construction of the Minimum Development – Phase I, there is a Job Shortage Number of seventeen (17) jobs, then Tenant owes Landlord \$151,467.79 for that second year to be paid 60 days thereafter, and onwards.)
- (v) Should any portion of the Total LD's be outstanding to the County if and when there is an event of any Tenant default resulting in the termination of this Lease, then the entire balance of the outstanding LD's shall become immediately due and payable.

19.3 Surrender of Demised Property. Upon any expiration or termination of the Term in accordance with the terms and conditions of this Lease, including but not limited to **Section 19.2** herein, Tenant shall quit and peacefully surrender the Demised Property to Landlord, with all Improvements thereon and at no cost or expense to the Landlord. Should Tenant fail to properly and/or timely surrender the Demised Property to Landlord, then Tenant shall be liable to Landlord for the fair market value of the Annual Rent for the Demised Property (including the buildings and Improvements), along with any other monetary obligations owing to Landlord hereunder by Tenant, and Impositions (those expenses directly related to the Demised Property including but not limited to utility charges maintenance expenses, security expenses, insurance expenses and any special charges levied by a governmental entity), but only for that period of time Tenant fails to quit and peacefully surrender the Demised Property to Landlord. Fair market value shall be determined by an appraisal of the Demised Property and all Improvements thereon, which is secured by the Landlord within six (6) months of the failure by Tenant to properly or timely quit and vacate the Demised Property.

19.4 Rights of Landlord after Termination. Subject to **Section 17.4**, after termination of this Lease by Landlord due to an uncured Event of Default by Tenant, Tenant shall be liable to Landlord for (i) Annual Rent along with any other monetary obligations owing to Landlord hereunder by Tenant and Impositions that accrued prior to the termination of this Lease and which was not paid by Tenant, and (ii) an amount equal to the Rent Discount, less the Improved Value (each as defined herein). Landlord and Tenant recognize that Annual Rent is below fair rental value, in recognition of the fact that Tenant will be spending a significant amount of money to improve the Demised Property and will not generate revenues for some time after the Effective Date. The “**Rent Discount**” is the difference between fair market rental value of the Demised Property through the date of termination and the sum of (i) the actual Annual Rent through the date of termination and (ii) Tenant’s expenses on Public Infrastructure through the date of termination. The “**Improved Value**” is an amount equal to the increase in the fair market value of the Demised Property resulting from the development of the Demised Property by Tenant pursuant to this Lease, including Public Infrastructure and the Improvements, each the fair market rental value and the improved value as determined by an appraisal of the Demised Property and all Improvements thereon within six (6) months after this Lease is terminated by Landlord. Landlord shall have the right, but not the obligation, to mitigate its damages by reason of an early termination of this Lease by reletting the Demised Property or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its sole and absolute discretion, may determine and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Demised Property or any part thereof, or for any failure to collect any rent due for any such reletting.

19.5 No Waiver by Landlord. No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No

waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to Tenant any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

19.6 Events of Default of Landlord. The provisions of **Section 19.7** shall apply if any of the following “**Events of Default**” of Landlord shall happen: if default shall be made by Landlord in failing to keep, observe or perform any of the duties imposed upon Landlord pursuant to the terms of this Lease and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord setting forth with reasonable specificity the nature of the alleged breach. In the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, Landlord fails within said thirty (30) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Event of Default; provided that the maximum period the Landlord may have to cure a default under this sentence shall not exceed ninety (90) days following the date of Tenant’s notice of Event of Default delivered to Landlord.

19.7 Failure to Cure Default by Landlord. If an Event of Default of Landlord shall occur, Tenant, at any time after the period set forth in **Section 19.6** shall have the following rights and remedies which are cumulative:

(A) In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant shall be entitled to sue Landlord for all damages (as limited by **Section 15.1** above), costs and expenses arising from Landlord’s committing an Event of Default hereunder and to recover all such damages, costs and expenses.

(B) To restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default of Landlord and to obtain a decree specifically compelling performance of any such term or provision of the Lease.

(C) To terminate any and all obligations that Tenant may have under this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease, except for those obligations accrued and owed prior to such termination, and shall surrender possession of the Demised Property to Landlord and shall receive from the County the greater of the remaining unamortized value of the improvements constructed by Tenant or fair market value of said improvements as determined by MAI appraisal.

19.8 No Waiver by Tenant. Failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account

of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 20

NOTICES

20.1 **Addresses.** All notices, demands or requests or other communications which may be given pursuant to this Lease Agreement shall be deemed to have been properly served or given, if addressed by personal service or by certified mail addressed to Tenant and County at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. As a courtesy, all communications shall also be sent by electronic mail if the party shall have provided a current electronic mail address, but said electronic mail transmittal shall not constitute Notice hereunder. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. If Tenant, at any time during the Term hereof, changes its office address as herein stated, Tenant will promptly give notice of the same in writing to Landlord. If Landlord at any time during the Term hereof changes its office address as herein stated, Landlord will promptly give notice of the same in writing to the Tenant.

To Tenant:
 Wellspring Community Resources, Inc.
 ATTN: Darvin Williams, President
 16400 NW 2nd Avenue, Suite 102
 Miami, FL 33169

To County/Landlord:
 Internal Services Department,
 Attention: Director
 111 NW 1st Street, Suite 2130,
 Miami, FL 33128

With a copy to:
 Attention: County Attorney,
 111 NW 1st Street, Suite 2800,
 Miami, FL 33128

(A) The Leasehold Mortgagee shall be deemed to have been properly served or given notice if addressed to such Leasehold Mortgagee at the address furnished pursuant to the provisions of **Sections 17.2 and 17.3** above.

ARTICLE 21

QUIET ENJOYMENT

21.1 **Grant of Quiet Enjoyment.** Tenant, upon paying all Annual Rent, and other monies herein provided for and performing in accordance with the terms, agreements, and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Demised Property during the Term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

ARTICLE 22

CERTIFICATES BY LANDLORD AND TENANT

22.1 **Tenant Certificates.** Tenant agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Landlord and no more often than once each calendar quarter, to execute, acknowledge and deliver to Landlord a statement in writing setting forth the Annual Rent payments, and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification), and the dates to which the Annual Rent payments, and other monies have been paid, and stating (to the best of Tenant's knowledge) whether or not Landlord is in default in keeping, observing or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge).

22.2 **Landlord Certificates.** Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant or by a Leasehold Mortgagee, but no more often than once each calendar quarter, to furnish a statement in writing, setting forth the rents, payments and other monies then payable under the Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to the Annual Rents, payments and other monies have been paid; stating whether or not, to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge; and such other matters as Tenant may reasonably request.

ARTICLE 23

CONSTRUCTION OF TERMS AND MISCELLANEOUS

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

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

23.3 **Relationship of Parties.** This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant or lessor and lessee.

23.4 **Recording.** A Memorandum of this Lease, or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document.

23.5 **Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by both Landlord and Tenant.

23.6 **Consents.** Whenever in this Lease the consent or approval of Landlord is required, such consent or approval may be made by the County Mayor or his/her designee on behalf of Landlord only to the extent: (i) this Lease does not specify otherwise; (ii) Board approval or consent is not required pursuant to the terms of this Lease or any Applicable Laws; and (iii) such does not amend this Lease or increase the Landlord's actual or potential obligations and/or liabilities. No such request shall require a fee from the party requesting same. Any consent or approval by Landlord to such a request (X) shall not be effective unless it is in writing; and (Y) shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant of the obligation of obtaining the Landlord's prior written consent or approval to any future similar act or transaction.

23.7 **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

23.8 **Successors and Assigns.** The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its permitted successors and assigns (including but not limited to Leasehold Mortgagees, as appropriate and applicable), except as may be otherwise provided herein.

23.9 **Gender Neutral/Gender Inclusive Signage.** Tenant hereby agrees that it shall comply with Miami-Dade County's Resolution No. R-1054-16, to identify all single occupancy restrooms located in the Premises, and to replace any gender signage with gender neutral/gender inclusive signage on or near the opening of such single occupancy restrooms as depicted in **Exhibit H**, which exhibit is attached hereto, and incorporated herein by this reference.

23.10 **Holidays.** It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Lease of a period of days for performance shall mean calendar days.

23.11 **Exhibit and Schedules.** Each Exhibit and Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

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

23.13 **Protest Payments.** If at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under the provisions of this Lease, Tenant shall nevertheless continue to make payments to Landlord. Tenant shall have the right to make payment “under protest”, provided Tenant so contemporaneously advises Landlord it is doing so, and articulates with specificity the nature of the dispute, and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of Tenant to seek the recovery of such sum, and if it should be adjudged that there was no legal obligation on Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease, together with statutory interest on the amount returned to Tenant for the period commencing on the date such payment is received by Landlord until the date such sum is returned to Tenant (such amount of interest being referred to as “**Interest**”); and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof “**under protest**” and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right upon the part of Tenant and/or Landlord to seek the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of Tenant and/or Landlord to perform the same or any part thereof, Tenant and/or Landlord shall be entitled to recover the cost of such work or the cost of so much thereof as Tenant or Landlord was not legally required to perform under the provisions of this Lease, together with Interest, as calculated earlier in this **Section 23.12**.

23.14 **Inspector General Reviews/Audit & Compliance**

(A) **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter “**IPSIG**”), whenever the County deems it appropriate to do so. Upon written notice from Landlord, Tenant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Lease for inspection and reproduction. Landlord shall be responsible for the payment of these IPSIG services, and under no circumstance shall Tenant’s prices and any changes thereto approved by

Landlord, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Tenant, its successors and assigns, and any Subtenants. Nothing contained in this provision shall impair any independent right of Landlord to conduct an audit or investigate the operations, activities and performance of Tenant in connection with, and as and when provided under, this Lease. The terms of this paragraph shall not impose any liability on Landlord by Tenant or any third party.

(B) **Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Lease shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall be assumed by the County, and Tenant shall have no liability therefore.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

(C) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust 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, all at no cost or expense to Tenant. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to a contract. The Inspector General is empowered to retain, at no expense or cost to Tenant, 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, specifications, proposal submittals, activities of Tenant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

(D) Upon written notice to Tenant from the Inspector General or IPSIG retained by the Inspector General, Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Tenant. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Tenant, copy all documents and records in the Tenant's possession, custody or control which, in the

Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which 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, provided that neither the Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Tenant.

(E) **Availability of Records/Landlord Audit & Review.** Until the expiration of 10 years after the termination of this Lease, Tenant shall have the obligation to retain and to make available to Landlord, and its representatives, all books, documents and records of Tenant pertaining to this Lease and to Tenants compliance with the terms and conditions of the Lease and all Applicable Laws, including but not limited to those documents and records contemplated by the Inspector General and IPSIG provisions described above. Upon Landlord's (or its representative's) request, Tenant will promptly and without charge make available all such books, documents and records of Tenant.

(F) **Commission Auditor.** The Commission Auditor shall have the right to inspect and audit the books, records, financial statements and operations of Tenant all in accordance with Section 2-481 of the County Code and Tenant agrees to comply with same.

23.15 **Governing Law/Venue.** This Lease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action, arising out of or in any way relating to this Lease, or the parties' relationship shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

23.16 **Costs and Attorney's Fees.** Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Lease. The terms of this provision shall survive the termination of this Lease.

23.17 **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a time period. 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 dade county public health unit.

23.18 **Non-Recourse.** All claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution or performance of this Lease (including any representation or warranty made in or in connection with this Lease or as an inducement to enter into this Lease), may be made only against the entities that are expressly identified as parties hereto. No person who is not a named party to

this Lease, including any direct or indirect owner, director, officer, manager, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or representative of any party to this Lease (collectively, the “**Non-Party Affiliates**”), shall have any liability (whether in contract, in law or in equity, or based upon any theory that seeks to impose contractual liability of an entity party against its owners or affiliates) for any obligations or liabilities imposed by this Lease or for any claim based on, in respect of, or by reason of this Lease; and each party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Lease. The provisions of this **Section 23.18** shall survive the termination of this Lease.

ARTICLE 24

REPRESENTATIONS AND WARRANTIES

24.1 Landlord’s Representations.

(A) Tenant acknowledges that in accordance with Florida Statutes Section 125.411(3) Landlord does not warrant the title or represent any state of facts concerning the title to the Demised Property.

(B) Landlord represents that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction.

24.2 Tenant’s Representations and Warranties. Tenant hereby represents and warrants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Tenant have the authority to bind Tenant and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

ARTICLE 25

EQUAL OPPORTUNITY

25.1 Equal Opportunity. Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, disability, place of birth, or national origin. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, sexual orientation, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the County setting forth the provisions of this Equal Opportunity clause.

Tenant will comply with all of the following statutes, rules, regulations and orders applicable to the Demised Property:

- (A) all applicable provisions of the Civil Rights Act of 1964;
- (B) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375;
- (C) Executive Order 11625 of October 13, 1971;
- (D) the Age Discrimination Employment Act effective June 12, 1968;
- (E) the rules, regulations and orders of the Secretary of Labor;
- (F) Florida Statutes Section 112.042;
- (G) the applicable Federal regulations binding Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act pursuant to the requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed;
- (H) Miami-Dade County Code, Section 2-11.16, regarding payment of Responsible Wages for all construction work done on the Demised Property. [See **Exhibit "D"** attached.]

25.2 Small Business Enterprise and Workforce Initiatives. Tenant hereby acknowledges and agrees that in accordance with the Landlord's rules and regulations that all privately funded construction with a total value over \$200,000 must comply and shall cause its Contractor, Architect/Design Professionals, and all subcontractors, subconsultants, subtenants and licensees to comply, with the County's applicable Small Business Enterprise ("**SBE**") Program, as set forth in Sections 10-33.02, 2-10.4.01, and 2-8.1.1.1.1 of the Code of Miami-Dade County, Fla. (the "**Code**"), and the County's applicable Responsible Wages, Residents First Training and Employment, and First Source Hiring programs, as set forth in Sections 2-11.16, 2-11.17 of the Code, and Administrative Order No. 3-63. Prior to advertisement and entering into any design or construction contract for the Project and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Tenant shall deliver the proposed contract and design and construction package to the Small Business Development Division of the Internal Services Department of the County ("**SBD**") for a determination and recommendation (in consultation with Tenant) to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (the "**Applicable Measures**"). Tenant shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. Tenant shall incorporate in all design and development contracts the prompt payment provisions contained in the County Code

with respect to SBE entities. Tenant agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. Tenant shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Project, any Project Enhancements. Tenant shall comply with the SBE requirements during all phases of construction of the Project. Tenant shall require its contractor(s) to include applicable Responsible Wage and Workforce Programs requirements in all subcontractor agreements. Should the Tenant fail to comply with any of the applicable SBE requirements, Tenant shall be obligated to make up such deficit in future phases of construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code. Tenant shall pay all of its employees performing work on the Demised Property during development of the Project and during the Term of this Lease no less than the Living Wage, as set forth in Section 2-8.9 of the Code, as if all such work was subject to the provisions of Section 2-8.9 of the Code. Should the Tenant fail to comply with any of the provisions set forth in Section 2-11.16 of the Code, Tenant shall be obligated to, and hereby agrees, to have the County impose the compliance, enforcement, and sanctions provisions set forth therein. Tenant agrees to pay SBD its reasonable costs of monitoring Tenant's compliance with the County's Small Business Programs.

ARTICLE 26

ART IN PUBLIC PLACES

The Tenant acknowledges and agrees that it is bound by and shall adhere to Section 2-11.15, of the *Miami-Dade County Code*, and its requirement to allocate not less than one and one-half (1½%) percent of the total capital cost (design and construction) of the Project to the Art in Public Places Trust Fund. The Tenant agrees to work collaboratively with the Miami-Dade Art in Public Places Trust to administer the "artist selection process" and implement the Art in Public Places program as defined in the Miami-Dade County Art in Public Places ("APP") Procedures, which is incorporated herein by reference.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative, all on the day and year first herein above written.

LANDLORD:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Name: _____
Title: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Approved by the County Attorney as
to form and legal sufficiency:

Assistant County Attorney

Signed in the presence of:

TENANT:WELLSPRING COMMUNITY
RESOURCES, INC.
a Florida Not For Profit CorporationWitness: [Signature]Print Name: MILENE VALDESOSWitness: [Signature]Print Name: Armando OlivaresBy: [Signature]Name: Darvin E. WilliamsTitle: President

Corporate Seal

STATE OF Florida
COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 14th day of July, 2020, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Darvin Elgin Williams, [☒] in person or [☐] via online notarization, who is personally known to me, or proven, by producing the following identification: FL Driver License, to be the President of WellSpring, an existing Corporation under the laws of the State of Florida, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at N.M.B., in the County and State aforesaid, on this, the 14 day of July, 2020.



NICOLAS MARTINEZ
Commission # GG 365185
Expires August 13, 2023
Bonded Thru Budget Notary Services

[Signature] (SEAL)

Print Name

NOTARY SEAL / STAMP

Notary Public, State of FloridaMy Commission expires: 8/13/2023

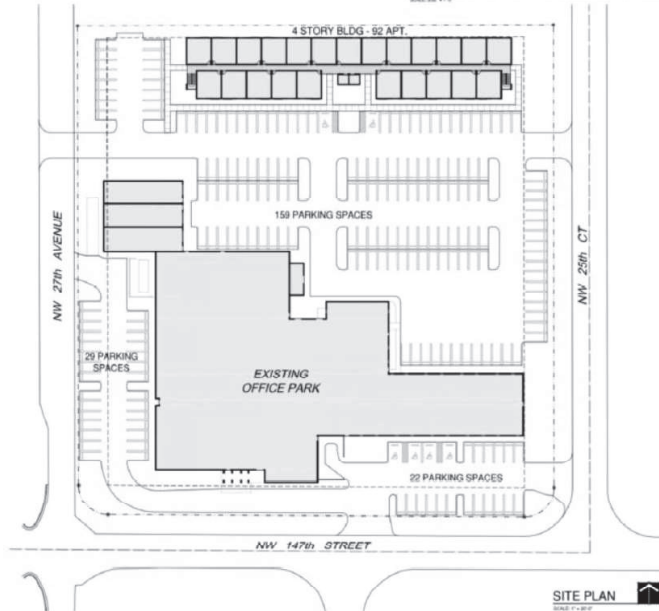
EXHIBIT "A"
LEGAL DESCRIPTION

FOLIO 08-2122-026-0010
ALUMINUM INDUSTRIAL PARK PB 78-50
LOTS 1 & 2 BLK 1
LOT SIZE 78822 SQUARE FEET
OR 12594-2522 0885 5

FOLIO 08-2122-025-0580
22 52 41
OPA LOCKA INDUSTRIAL PK PB 77-73
LOT 5 BLK 7
LOT SIZE 43000 SQ FT
OR 12594-2522 0885 5

FOLIO 08-2122-025-0590
22 52 41
OPA LOCKA INDUSTRIAL PK 77-73
LOT 10 BLK 7
LOT SIZE 43000 SQ FT
OR 12594-2522 0885 5

EXHIBIT "B" INITIAL SITE PLAN



BELLON
architecture

10000 N.W. 147th STREET
SUITE 200
MIAMI, FL 33187
TEL: 305.444.1111
WWW.BELLONARCHITECTURE.COM

OPALOCKA MEDICAL AND
RESIDENTIAL CENTER
MIAMI DADE COUNTY, FLORIDA 33054

DATE: 01/10/2014
DRAWN BY: J. BELLON
CHECKED BY: J. BELLON
SCALE: 1/4" = 1'-0"

SP-1

11,750.00

1985 AUG -5 PM 2:27

85R236984

Exhibit C, Deed
Attachment "C"

10,515.00

DEF REC 12594 PG 2522

WARRANTY DEED

THIS INDENTURE, Made the 5th day of August, 1985, BETWEEN NORTH DADE REALTY, INC., a Florida corporation existing under the laws of the State of Florida, of the first part and DADE COUNTY, a Political Subdivision of the State of Florida whose permanent address is 111 Northwest 1st Street, City of Miami, the County of Dade, State of Florida, of the second part,

WITNESSETH, That, the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America and other good and valuable consideration, to it in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said party of the second part, and its assigns forever, the following described land, situate, lying and being in the County of Dade, State of Florida, and more particularly described as follows:

PARCEL I: Lots 5 and 10 in Block 7 of OPA-LOCKA INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 77 at Page 73, of the Public Records of Dade County, Florida.

PARCEL II: Lots 1 and 2 in Block 1 of ALUMINIUM INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 78 at Page 50 of the Public Records of Dade County, Florida.

SUBJECT TO:

Taxes for the year 1985 and subsequent years, zoning, restrictions and prohibitions imposed by governmental authority, restrictions, reservations and easements of record, matters appearing on the plat or otherwise common to the subdivision,

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

11,750.00 Documentary Stamps Collected
Dade County
Richard P. Brinker
Treas. Circuit & County Courts

by W. Angel 8-5-85

10,515.00
SURTAX Documentary Stamps Collected
Dade County
Richard P. Brinker
Treas. Circuit & County Courts
by W. Angel 8-5-85

we

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President and its corporate seal to be affixed, the day and year above written.

Signed, sealed and delivered
in the presence of us:

Kenneth J. Weil
[Signature]

NORTH DADE REALTY, INC.

By: [Signature] (Seal)
Arnold A. Oper, President

STATE OF FLORIDA)
COUNTY OF DADE) SS

On this day personally appeared before me, ARNOLD A. OPER to me well known and known to me to be the President of NORTH DADE REALTY, INC., described in and who executed the foregoing deed of conveyance, and acknowledged that he executed the same for the purpose therein expressed, whereupon it is prayed that the same may be recorded.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal, this 5th day of August, A.D. 1985.



(Seal)

[Signature]
NOTARY PUBLIC, State of Florida at
Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires October 21, 1985
Bonded thru Maynard Bonding Agency

This Instrument prepared by:

This instrument prepared by:
KENNETH J. WEIL
FLOYD PEARSON RICHMAN
GREER WEIL ZACK & BRUMBAUGH, P.A.
Twenty-Fifth Floor
One Biscayne Tower
Miami, Florida 33131
Phone: 377-0241

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORDED VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

EXHIBIT "D"

RESPONSIBLE WAGES

Miami-Dade County Code, Section 2-11, regarding Responsible Wages. The Tenant shall comply with Section 2-11 of the Miami-Dade County Code, which specifically concerns the payment of responsible wages to employees and laborers providing labor related to the construction, alteration, and/or repair of public buildings or public works (the "Applicable Work"). Each employee and laborer providing Applicable Work shall be paid in a manner that is consistent with the "Negotiated Contracts," as such phrase is defined in Section 2-11.16, Miami-Dade County Code, in effect as of January 1st of the calendar year in which this Lease is executed. Thereafter, the Tenant shall provide and ensure that the overall per hour rate to be paid for the Applicable Work performed under this Lease during each subsequent calendar year shall be the overall per hour rate of the Negotiated Contracts in effect as of January 1st, of the year in which the Applicable Work is performed. If a particular craft or type of employee is not listed in such Negotiated Contracts, in ascertaining the initial overall per hour rate to be paid those employees for the Applicable Work, the minimum standard shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 CFR 5.24) (paid as set forth below) and of the fringe benefits payments (paid as set forth below) for hospitalization, medical pension and life insurance benefits for such craft or type of employee under the Secretary of Labor's wage determination (made pursuant to the provisions of the Davis-Bacon Act) in effect for Miami-Dade County, Florida, as of the end of the prior calendar year for which the work is to be performed. The foregoing and the provisions of Section 2-11.16(e) notwithstanding, where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher rate under this Section 2-11.16. Further, the overall per hour rate to be paid for Applicable Work performed during the year period commencing the next January 1st after the date of execution of this Lease shall be such rate (as determined above) for that calendar year and shall be updated thereafter on each subsequent January 1st to the rate for the ensuing calendar year until completion of the Project; and

(a) The Tenant, Subtenants, and/or any of their subcontractors, are mandated to pay not less than the specified overall per hour rate for the Applicable Work, as adjusted over the Term of this Lease in accordance with the Miami-Dade County Code, Section 2-11.16; and

(b) The Tenant, Subtenants, and/or any of their subcontractors, may fulfill the obligation to pay such specified overall per hour rate for the Applicable Work by payment to the employee of the hourly wage rate listed in the Negotiated Contracts (or, if applicable, the "basic hourly rate of pay" as defined in 29 CFR 5.24 contained in the Secretary of Labor's wage determination) for such craft or type of employee plus either: (i) payment on the employee's behalf of the cost (on an hourly basis) of the hospitalization, medical, pension and life insurance benefits specified for such craft or type of employee; or, (ii) payment to the employee (in addition to the listed hourly wage rate, or basic hourly rate of pay, if applicable, of an amount equal to the hospitalization, medical, pension and life insurance benefits (on an hourly basis) that contractors are required to provide under the Negotiated Contracts (or, if applicable, an amount equal to the fringe benefit payments on an hourly basis for hospitalization, medical, pension and life insurance benefits contained in the Secretary of Labor's wage determination) for such craft or

type of employee. Payments to employees shall be counted towards fulfillment of the above obligation only to the extent that such payments are made by check or money order; and

(c) The Tenant, Subtenants, and/or any of their subcontractors, shall post in a conspicuous place on the Demised Property where the construction work will be performed: (1) the schedule of the specified overall per hour rate for each applicable classification specified by the Negotiated Contracts; (2) the amount of liquidated damages for any failure to pay such rates; and (3) the name and address of the responsible official in Miami-Dade County to whom complaints should be given; and

(d) Provide that there may be withheld from the Tenant or Subtenant so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the Tenant or Subtenant (or any contractor and/or subcontractor under him) in the performance of the Applicable Work the difference between the overall per hour rate required by this Lease to be paid to employees providing Applicable Work and the amounts received by such employees and not refunded to the Tenant, Subtenant, and/or any of its contractors, subcontractors and/or their agents; and

(e) The Tenant, Subtenants, and/or any of their contractors and/or subcontractors, shall cause to be kept, accurate written records signed under oath as true and correct showing the names, Social Security numbers, and craft classifications of all employees performing Applicable Work on or about the Demised Property, and/or for the Project, the hours and fractions of hours for every type of Applicable Work performed by each employee, the combined dollar value of all wages, any contributions to benefit plans and payments made to each employee of the overall per hour rate required by terms and conditions of this Lease (which is in accordance with Miami-Dade County Code, Section 2-11.16). Further, the Tenant is required to submit to the Landlord a list of all contractors and subcontractors and the names and Social Security numbers of all employees thereof who performed Applicable Work each day under construction or trade contract, and further require each subcontractor to also submit to the Landlord a list of the names and Social Security numbers of its employees who performed Applicable Work each day on the construction or trade contract; and

(f) Neither the Tenant, nor the Subtenants, nor any of their contractors or subcontractors may terminate an employee performing Applicable Work under a construction or trade contract because of the employees filing a complaint regarding payment of required overall per hour rates.

(g) The Landlord shall be permitted to periodically examine the records required to be kept in accordance with Miami-Dade County Code, Section 2-11.16. As to Responsible wages, the Davis-Bacon Act applies (40 U.S.C. 276(a)) and the County Code Section 2-11 of the Miami-Dade County Code does not apply.

(h) The Tenant, Subtenant, contractor, and/or subcontractor in addition to any other requirements under this Lease, shall be responsible for any and all costs and/or fees associated with the SBD monitoring the Project, including the inspection and/or audit of any and all books, records and/or documents, to ensure that the Tenant, Subtenant, contractor and/or subcontractor,

as the case may be, is in compliance with this Lease and Section 2-11 of the Miami-Dade County Code.

(i) The Tenant will comply with administrative procedures for monitoring compliance with and enforcement of the requirements of this Lease, in accordance with Miami-Dade County Code, Section 2-11.16. Such procedures provide that:

(i) The Miami-Dade Department of Small Business Development ("SBD") may conduct investigations of compliance with the requirements of Miami-Dade County Code, Section 2-11.16, and issue written notices to the Tenant, and/or Subtenant (or contractor or subcontractor under the Tenant and/or Subtenant) when it determines based on such investigation that the Tenant or Subtenant (or contractor or subcontractor) has not complied with the requirements of Section 2-11.16;

(ii) The Tenant, Subtenant, contractor, or subcontractor shall respond in writing to the notice of noncompliance;

(iii) Based on the response, SBD may determine to rescind the notice of noncompliance or to conduct a Compliance Meeting with the affected Tenant, Subtenant, contractor, or subcontractor at which any additional evidence may be presented;

(iv) SBD shall make a written compliance determination following any Compliance Meeting. A determination that the Tenant, Subtenant, contractor, or subcontractor has not complied with the requirements of this Lease (and/or with Miami-Dade County Code, Section 2-11.16) and shall state the basis therefore and shall advise the Tenant, Subtenant, contractor, or subcontractor of its right to file a written request with the County Manager (or the County Manager's successor) within thirty (30) calendar days to schedule an administrative hearing before a hearing officer to appeal the determination as provided below; and

(v) Should the Tenant, Subtenant, contractor, or subcontractor, as the case may be, fail to respond to a notice of noncompliance, and/or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by SBD after a Compliance Meeting it shall be deemed not to have complied with the requirements of this Lease and/or the Miami-Dade County Code, Section 2-11.16, as stated in the notice or determination of non-compliance and, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be deemed an event of default under this Lease, and the Landlord shall be permitted to undertake adequate remedies at law or in equity as it deems appropriate to compensate any affected employee or laborer, including but not limited to retaining any funds otherwise due to the Tenant or Subtenant. Further should the Tenant, Subtenant, or subcontractor who does not make the required payment of the underpaid wages or who does not pay any fine imposed hereunder shall not be deemed responsible to perform subsequent Miami-Dade County construction contracts and shall be ineligible to be awarded such contracts for so long as the identified underpayment or any penalties imposed therefor remain outstanding, not to exceed three (3) years.

Exhibit "E"
DRAFT FORM OF AGREEMENT

This Instrument Was Prepared By:
Monica Rizo Perez
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Record and Return to:

MIAMI-DADE COUNTY
RENTAL REGULATORY AGREEMENT

WHEREAS, pursuant to Resolution No. _____ adopted by the Miami-Dade County Board of County Commissioners, on _____, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 111 N.W. 1st Street, Miami, Florida 33128, is authorized to convey certain properties to **WELLSPRING COMMUNITY RESOURCES, INC.**, a Florida not for profit corporation, , its heirs, successors and assigns (hereinafter referred to as the "Owner"), whose address _____ for the purposes outlined in that certain County Deed, dated _____, 2020 and recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the "Agreement"); and

WHEREAS, in connection with receipt of the County Deed, the Owner agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

NOW, THEREFORE, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged this ____ day of _____, 20____, the Owner and the County hereby agree as follows:

PROPERTY ADDRESS:

LEGAL DESCRIPTION

OF PROPERTY: The real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property")

DWELLING UNITS: _____ units

WITNESSETH:

- I. Owner agrees with respect to the Property for the period beginning on the date of recordation of the Loan Documents, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed, that:
 - a) Regardless of any maximum rent allowed, all the units must have rents which are equal to or less than _____% of annual incomes for households at _____% of median income adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto.
 - b) This Agreement shall be a recorded restrictive covenant on the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the "Project"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. Owner hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Owner to the County or the expiration of any Contract between the Owner and the County.
 - c) The above rentals will include the following services to each unit: **[INSERT TERMS]**
 - d) Owner agrees that upon any violation of the provisions of this agreement, the County, through its agent, the County may give written notice thereof to the Owner, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the Owner in writing to the County, and in the event Owner does not cure such default (or take measures reasonably satisfactory to the County to cure such default), within thirty (30) days after the date of notice, or within such further time as the County may determine is necessary for correction, the County may, without further notice, declare a default under the Mortgage and/or this Agreement, and effective upon the date of such default, the County may:

- i) Declare the whole indebtedness under the Note evidencing the Loan immediately due and payable and then proceed with foreclosure of the Mortgage;
- ii) Apply to any court, County, State or Federal, for any specific performance of this agreement; for an injunction against the violation of this agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the Owner's investor limited partner/managing member, _____, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to _____.

- e) Owner further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

- II. The County and Owner agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if the County (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

Owner will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, the County will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

- III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7, hereof for the purpose of monitoring and implementing all the actions required under this Agreement.

In addition, thirty (30) days prior to the effective date of any rental increase, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

I. Occupancy Reports.

The Owner shall, on an annual basis, furnish PHCD with an occupancy report, which provides the following information:

- A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:
 - 1. Composition of each resident family,
 - 2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
 - 3. Income requirements,
 - 4. Eligibility factors, e.g. credit history, criminal background, etc.
 - 5. Demographic information to include racial and ethnic makeup of the tenants, and
 - 6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by the Owner to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.
- B) A list of all vacant apartments, as of the end date of the reporting period.
- C) The total number of vacancies that occurred during the reporting period.
- D) The total number of units that were re-rented during the reporting period, stating family size and income.
- E) The Owner shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

II. Inspections

Pursuant to 42 U.S.C. § 12755, the Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Owner, and contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "Housing Standards").

- A) PHCD shall annually inspect the Property, including all dwelling units and common areas, to determine if the Property is being maintained in compliance with federal

Housing Quality Standards and any applicable Miami-Dade County Minimum Housing Codes. Annual inspections shall be at the rates and for the activities noted in the Rental Regulatory Agreement, Compliance, and Monitoring Unit Per Unit Cost Schedule attached as Exhibit C . Should the Owner be awarded funds through PHCD's request for application (RFA) process, said per unit cost in Exhibit C, shall be waived. The Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

- B) At other times, at the request of the Owner or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

III. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Owner will submit the following documents to PHCD:

- A) Proposed form of resident application.
- B) Proposed form of occupancy agreement.
- C) Applicant screening and tenant selection policies.
- D) Maintenance and management plan which shall include the following information:
 - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
 - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
 - 3. A list of equipment to be provided in each dwelling unit.
 - 4. A proposed schedule for replacement of dwelling equipment.
 - 5. A list of tenant services, if any, to be provided to residents.
- E) At any time (monthly, quarterly, annually), the Owner agrees that the County has the right to:
 - 1. Evaluate and test the Waiting List Policies.

2. Pull records to review and assess any and all abnormalities relative to the demographic mix. Ensure fair and equal access to the units were offered by the Owner and its agents.

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Owner is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole and absolute discretion.

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Owner, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Owner, its agents and/or representatives shall also provide the County with the contact information for the Owner, its, agents and/or representatives.

IV. Affirmative Marketing Plan

- A) Owner shall forward to PHCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for PHCD's approval which incorporates the requirements as set forth by the County to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:
 1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
 2. The Owner shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.
- B) The Affirmative Marketing Program shall be submitted to PHCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

V. Financial Reports

- A) Annually, the Owner shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "Operating Statement"). PHCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.

- B) The Owner will create a reserve for maintenance to be funded \$300 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Owner and will be deemed satisfied by any deposits made by Owner in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

VI. Action By or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

County Mayor
Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, Florida 33128
Attn: County Mayor

Copy to:

Department of Public Housing and Community Development
701 N. W. 1 Court
14th Floor
Miami, Florida 33136
Attn: Director

Copy to:

Miami-Dade County Attorney's Office
111 N.W. 1 Street
Suite 2810
Miami, Florida 33128
Attn: Monica Rizo Perez

or any of their successor agencies or departments.

VII. Recourse:

In the event of a default by the Owner under this Agreement, Lender shall have all remedies available to it at law and equity.

VIII. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the Count and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make advances in the absence of strict compliance with any or all conditions of County and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Property or the absence thereof of defects.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed on the date first above written.

By: _____
NAME AND TITLE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020 by _____ as _____, on behalf of **WELLSPRING COMMUNITY RESOURCES, INC.** S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:

MIAMI-DADE COUNTY, FLORIDA

By: _____
COUNTY MAYOR OR DEPUTY MAYOR

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: _____
Monica Rizo Perez
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

FOLIO 08-2122-026-0010
ALUMINUM INDUSTRIAL PARK PB 78-50
LOTS 1 & 2 BLK 1
LOT SIZE 78822 SQUARE FEET
OR 12594-2522 0885 5

FOLIO 08-2122-025-0580
22 52 41
OPA LOCKA INDUSTRIAL PK PB 77-73
LOT 5 BLK 7
LOT SIZE 43000 SQ FT
OR 12594-2522 0885 5

FOLIO 08-2122-025-0590
22 52 41
OPA LOCKA INDUSTRIAL PK 77-73
LOT 10 BLK 7
LOT SIZE 43000 SQ FT
OR 12594-2522 0885 5

EXHIBIT B**Rents:**

Number of Units	Type	Gross Rent	Utility	Net Rent

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

NOTE:**LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE**

Mortgage Document No: _____

Date Recorded: _____

Book Number: _____

Page Number: _____

County: MIAMI-DADE
State: FLORIDA

EXHIBIT C*

Public Housing and Community Development		
Rental Regulatory Agreement, Compliance, and Monitoring Unit		
Cost Per Unit*		
Fiscal Year 2019-2020		
Activity	Unit Cost**	Comments
Inspection	\$32.45	Housing Quality Standards Review
File Review	\$55.86	Eligibility, Income, and Rental Calculation Review
Administrative	\$32.78	Supervisory Oversight
Travel	\$5.74	Car and Public Transportation Pass
Overhead	\$8.59	Rent, Phone, Supplies
Total Per Unit Cost*	\$135.41	
**Cost shall increase at the rate of 3% each year.		
Examples:		
A: Cost to conduct a 10 Unit Review for a project would be \$1,354.14		
B: Cost to conduct a 30 Unit Review for a project would be \$4,062.42		

** The Unit Cost in Exhibit C is a Fiscal Year 2019-20 sample for illustration purposes only. The applicable cost per unit schedule in each Rental Regulatory Agreement will match the amounts set for the respective fiscal year in which the Rental Regulatory Agreement is executed.*

*** The unit cost for each activity will increase by three percent each year.*

EXHIBIT "F"
FORM OF CERTIFIED JOBS ANNUAL REPORT

Job Certificate
[To Be Placed On Company Letterhead]

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Date Job Maintenance Period Began: _____

Date Job Maintenance Period Ends: _____

Reporting Period of this Certificate: _____

This Certificate must be completed to document the number of Certified Jobs located at the Project during the Reporting Period as required in the Lease. This page of the Job Certificate must be completed. Exhibit "E-1" to this Job Certificate must be based upon a report run from the Company's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit the Company's records supporting the information provided in this Job Certificate are set forth in Section 23.14 of the Lease.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Company records and based upon the RT-6 filings with the State of Florida. (Please include a signature from a Vice President or higher ranking officer

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "F-1"
TO JOB CERTIFICATE

Direct Jobs

The Lease (Lease) contains Minimum Development Requirements in Section 4 and Failure to Cure Default by Tenant in Section 19.2, which state that a total of 38 new jobs must be first be created and certified 37 months from the Effective Date of the Lease. Additionally, the 38 new jobs must be certified on the 5th, 10th, 15th and 20th anniversaries of the Effective Date along with the calculation of the average annual salary of the 38 new jobs over the immediately preceding two years to the anniversary date.

The 38 jobs requirement will be satisfied once at least 68,400 hours are worked during each year of the Reporting Period.

Total hours worked during the "Job Requirement" Reporting Period _____

Average hourly wages paid without qualifying health benefits \$ _____

Average hourly wages paid with qualifying health benefits \$ _____

EXHIBIT "G"

COMMUNITY BENEFITS

Phase I: Medical Office Complex

Tenant acknowledges and agrees that this Project is meant to be an economic catalyst for the Area and for the residents residing within the Area. "Area" is defined to mean the land, improvements, residents, and business located or residing within the geographic boundaries of the District 1. As such, Tenant agrees to operate and maintain the following services or other like type services considered appropriate to a Medical Office Complex, at the defined start date listed in section 4.1(C) and throughout the term of the lease.

- (a) Ensure that each sublessee provides quality care and good customer service by continually monitoring customer/patient satisfaction. Good Customer Service is the average review/rating for services received, which is eighty (80) percent positive, at minimum. i.e. Reviews/ratings can include any public forum such as google reviews, healthgrades.com, or vitals.com.
- (b) Maintain a job training program in the Community Services Center to provide training and certification for entry level positions in health services such as administrative assistant, pharmacy technician and medical assistant. Graduates of the program shall receive preferential scoring in the hiring process and residents of Opa-Locka shall receive preferred access to the program.
- (c) Reserve five (5) percent of entry level positions for employment by Opa-Locka residents
- (d) Partner with the City of Opa-Locka to conduct an annual job fair
- (e) Provide benefits to full-time employees which shall include:
 - 1) No less than 50% of the health insurance coverage premium
 - 2) 401k plan and contribution
 - 3) Accrued paid time off
 - 4) Employees who maintain permanent residence within the City of Opa-locka city limits, or reside within 2 miles of the complex shall receive an annual bonus of five (5) percent of the employee's annual salary
- (f) Include language in its construction contract(s), that the construction manager and/or the contractor, as applicable, will aspire to have as many local workers for the Project residing in the Area, and local firms working on the Project whose principal place of business is in the Area, and as reasonably practical, aspire to have at least 65% of the construction workers for the Project be residents of the Area.
- (g) Include language in its construction contract(s) that the construction manager and/or the contractor, as applicable, will aspire to give priority to SBE entities

whose principal place of business is in the Area of the Project, with a goal of hiring at least three local sub-contractors that will agree to hire and train residents residing in the Area.

- (h) Not disqualify a potential subcontractor or employee based solely on a prior incarceration.
- (i) Aspire to have a firm(s) hired for A/E services on the Demised Premises be firm(s) whose principal place of business is within the Area.
- (j) Aspire to have a firm(s) hired for construction services on the Demised Premises be firm(s) whose principal place of business is within the Area.

EXHIBIT H
GENDER NEUTRAL SIGNAGE

Attachment "C"

MEMORANDUM

Agenda Item No. 11(A)(17)

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

DATE: November 1, 2016

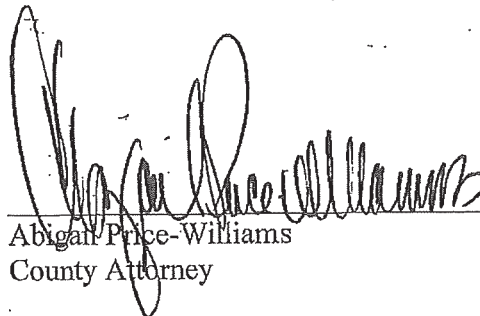
FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution directing the County Mayor and the Public Health Trust to identify all single occupancy restrooms located in buildings and facilities that are owned, operated or leased by the County and the Public Health Trust and to replace any gender signage with gender neutral/gender inclusive signage on or near the opening of such single occupancy restrooms

Resolution No. R-1054-16

A substitute was presented and forwarded to the BCC with a favorable recommendation at the 10-13-16 Economic Prosperity Committee. This substitute differs from the original in that it: (1) clarifies that the signage to be placed on each single occupancy restroom must be both gender neutral and gender inclusive, which shall be subject to funding availability; (2) provides a substitute Exhibit "B" and a new Exhibit "D" depicting revised signage; (3) adds language that clarifies that all persons shall be afforded access to a single occupancy restrooms based on availability and regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation; and requires the joint report to identify any funding that may be needed to accomplish the purposes of the resolution.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman and Co-Sponsor Commissioner Audrey M. Edmonson.



Abigail Price-Williams
County Attorney

APW/smm

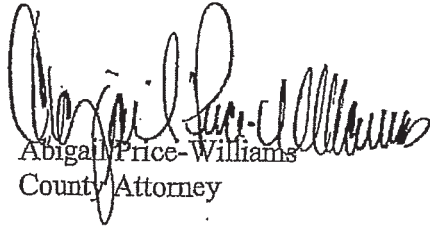


MEMORANDUM

(Revised)

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

DATE: November 1, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(17)

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 _____, 3/5's _____, unanimous _____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 11(A)(17)

Veto _____

11-1-16

Override _____

RESOLUTION NO. R-1054-16

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO (1) IDENTIFY ALL SINGLE OCCUPANCY RESTROOMS LOCATED IN BUILDINGS AND FACILITIES THAT ARE OWNED, OPERATED OR LEASED BY THE COUNTY AND THE PUBLIC HEALTH TRUST AND TO REPLACE ANY GENDER SIGNAGE WITH GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE ON OR NEAR THE OPENING OF SUCH SINGLE OCCUPANCY RESTROOMS; (2) TAKE APPROPRIATE STEPS TO ENSURE THAT COUNTY AND PUBLIC HEALTH TRUST EMPLOYEES ARE MADE AWARE OF THIS RESOLUTION, TO INCLUDE A PROVISION IN ALL COUNTY AND PUBLIC HEALTH TRUST FUTURE LEASES AND AGREEMENTS TO REQUIRE TENANTS TO COMPLY WITH THIS RESOLUTION, AND TO ENSURE THAT ALL PERSONS ARE AFFORDED ACCESS TO SUCH SINGLE OCCUPANCY RESTROOMS BASED ON AVAILABILITY UNLESS SUCH DENIAL IS BASED ON SECURITY OR OTHER NONDISCRIMINATORY REASONS; AND FURTHER DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO PROVIDE A JOINT REPORT

WHEREAS, it is a paramount duty of Miami-Dade County to ensure that all residents and visitors have safe access to public services, including restrooms; and

WHEREAS, gender-segregated restrooms may impede the ability of some residents or visitors to access public restrooms by creating uncomfortable and unsafe spaces, thereby denying them full access to public life; and

WHEREAS, for instance, people with disabilities and the elderly are not able to bring their attendants or family members of a different gender into many gender-segregated multi-stall restrooms; and

Agenda Item No. 11(A)(17)
Page No. 2

WHEREAS, transgender and gender non-conforming individuals also report having been harassed or assaulted in gender-segregated multi-stall restrooms; and

WHEREAS, gender-segregated restrooms also have been sites of sexual orientation-based intimidation, harassment, and assault; and

WHEREAS, gender-neutral >>/gender inclusive<<¹ restrooms promote diversity and foster an environment that acknowledges, appreciates, respects, and creates equal opportunity for our diverse community; and

WHEREAS, cities, such as Miami Beach, San Francisco, Philadelphia, Seattle, Washington, D.C., West Hollywood, California, and Austin, Texas, have passed measures related to gender-neutral >>/gender inclusive<< restrooms in public and private facilities; and

WHEREAS, further, more than 150 colleges and universities across the country have instituted similar measures; and

WHEREAS, this Board upholds the value of inclusion and a commitment to diversity and non-discrimination; and

WHEREAS, this Board acknowledges that it has a responsibility to expand access to gender neutral >>/gender inclusive<< restrooms in in buildings and facilities owned, operated or leased by the County and the Public Health Trust; and

WHEREAS, this Board believes that gender-neutral >>/gender inclusive<< restrooms in in buildings and facilities owned, operated or leased by the County and the Public Health Trust should provide County and Public Health Trust employees and the general public with safe access; and

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

Agenda Item No. 11(A)(17)
Page No. 3

WHEREAS, this Board wishes to have all single occupancy restrooms be identified as gender-neutral >>/gender inclusive<< restrooms in buildings and facilities owned, operated or leased by the County and the Public Health Trust,

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

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

Section 2. This Board directs the County Mayor or the County Mayor's designee and the Public Health Trust (1) to identify all single occupancy restrooms located in buildings and facilities owned, operated, or leased by the County and the Public Health Trust; (2) to determine if the signage identifying such single occupancy restrooms is gender neutral >>/gender inclusive<<; and (3) if such signage is not gender neutral >>/gender inclusive<<, to replace such signage >>,subject to funding availability,<< with gender neutral >>/gender inclusive<< signage on or near the opening of such single occupancy restrooms, in substantially the forms depicted in Exhibits "A," "B," [[and]] "C," >>and "D,"<< which are attached hereto and incorporated herein by reference. For purposes of this resolution the term "single occupancy restrooms" shall mean any restroom with a locking door intended to serve only one occupant at a time.

Section 3. This Board further directs the County Mayor or the County Mayor's designee and the Public Health Trust to take appropriate steps to ensure that all County and Public Health Trust employees are made aware of this resolution.

Section 4. This Board further directs the County Mayor or the County Mayor's designee and the Public Health Trust to include a provision in all future leases and agreements requiring tenants occupying County-owned or Public Health Trust buildings or facilities to comply with the requirements of this resolution.

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Page No. 4

Section 5. The County Mayor or the County Mayor's designee and the Public Health Trust shall further take steps to ensure that ~~[[no person is denied access]]~~ >>all persons are afforded << access to such single occupancy restrooms >>based on availability and << regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation. Notwithstanding the foregoing, access to a single occupancy restroom located in a secured building, facility or area of such building or facility that is not generally opened to the public may be denied for security or other nondiscriminatory reasons.

Section 6. The County Mayor or the County Mayor's designee and the Public Health Trust shall provide a joint report to this Board regarding the steps taken to comply with this resolution. >>The joint report shall also identify any funding that may be needed to accomplish the purposes of this resolution. << The County Mayor or County Mayor's designee and the Public Health Trust shall provide the joint report to this Board within 90 days of the effective date of this resolution and shall place the completed report on an agenda of the Board pursuant to Ordinance No. 14-65.

The Prime Sponsor of the foregoing resolution is Commissioner Sally Heyman and the Co-Sponsor is Commissioner Audrey M. Edmonson. It was offered by Commissioner Esteban L. Bovo, Jr. , who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2016. 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

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

EXHIBIT "A"



EXHIBIT "B"



EXHIBIT "C"



EXHIBIT "D"



EXHIBIT "I"

INSURANCE REQUIREMENTS

Tenant shall maintain coverage as required in A - C below throughout the term of this agreement. Tenant shall furnish to **Risk Management Division, 111 NW 1st St Suite 2340 Miami FL 33128**, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence \$2,000,000 aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.

DESIGN STAGE

In addition to the insurance required in A – C above, a certificate of insurance must be provided as follows:

- D. Professional Liability Insurance in the name of the Tenant or the licensed design professional employed by Tenant in an amount not less than \$2,000,000. If policy provided is in claims-made form, insurance shall be maintained for a period of three (3) years after the County's acceptance. Policy must include faulty design.

CONSTRUCTION PHASE

In addition to the insurance required in A – D above, Tenant shall provide, or cause its contractors to provide, policies indicating the following type of insurance coverage prior to commencement of construction:

- E. Completed Value Builders' Risk Insurance on an "all risks" or special perils basis with wind and flood in an amount not less than one hundred (100%) percent of replacement cost of the building(s) or structure(s). To include site preparation, excavations, under-ground pipes, foundations, temporary structures, scaffolding, construction forms, etc. Off-site materials that will be part of the structure must be covered. Business interruption, extra expense, expediting expense and soft costs are to be included. Coverage shall remain in place until substantial completion of construction has been reached as determined by Miami Dade County, Public Housing and Community Development Department. The policy must provide ensuing loss coverage. The policy shall be in the name of Miami Dade County and Tenant or General Contractor.

OPERATION PHASE

In addition to the insurance required in A – C above, the following coverage will be required from the Proposer or the Proposer’s Subcontractor:

- F. Property Insurance Coverage on an all-risks or special perils basis to include wind and flood in an amount not less than one hundred (100%) percent of the replacement cost of the building(s) or structure(s). Miami-Dade County must be named as a Loss Payee with respect to this coverage.

CONTINUITY OF COVERAGE

Tenant shall be responsible for assuring that the insurance documentation required in conjunction with this section remain in force for the duration of the agreement period, including all option years. The Proposer will be responsible for submitting renewal insurance documentation 30 days prior to expiration.

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 as to management and financial strength:

The company must be rated no less than “A-” as to management, and no less than “Class VII” as to strength, by A.M. Best Company, Oldwick, New Jersey.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

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

RIGHT TO EXAMINE

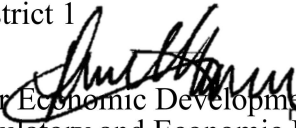
The Risk Management Division of Miami-Dade County, Internal Services Department reserves the right, upon reasonable notice, to examine the original or true copies of policies (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of insurance coverage. The County reserves the right to reasonably amend insurance requirements throughout the duration of this agreement.

Memorandum



Date: August 13, 2020

To: Honorable Barbara J. Jordan
Commissioner, District 1

From: Leland S. Salomon 
Deputy Director for Economic Development
Department of Regulatory and Economic Resources

Subject: Lease for the development of County-Owned Property located at 14701 NW 27 Avenue, Opa-locka, Florida, 33054, District 1 for a Medical Complex to promote economic development in Opa-Locka, in accordance with Section 125.045, Florida Statutes, and for the provision of Affordable Housing, in accordance with Section 125.379, Florida Statutes

Recommendation

Based upon the information set forth in Attachment 1, staff recommends the approval of a lease and development agreement with Wellspring Community Resources, Inc. ("Wellspring") a Florida, not-for-profit corporation, of County-owned property totaling approximately 164,822 square feet of land comprised of three folio numbers, and including a building of approximately 44,000 square feet which is currently in disrepair, located at 14701 NW 27 Avenue, Opa-locka, Miami-Dade County ("Lease"). The land and existing improvements, after renovation, shall be used in connection with the development and operation of various facilities for the benefit of the community. In the first phase, the existing building is to be renovated into a 44,000 square foot medical office complex, and in the second phase, two parcels of land are to be developed with 92 units of affordable housing (collectively, the "Project"). The housing units will be restricted to no more than 70% of the units being leased at 70% of the County's AMI and 30% of the units being leased at no more than 120% of the County's AMI. Additionally, pursuant to the Economic Development Fund application received from Wellspring on July 9, 2020 attached as Attachment 2 and the subsequent General Obligation Bond (GOB) Building Better Communities Miami-Dade County Grant Agreement between Miami-Dade County and Wellspring, hereinafter ("GOB Agreement") attached as Attachment 3, this item, if approved, will 1) rescind Resolution No. R-432-15 which allocated \$2,800,000.00 of Better Building Community, General Obligation Bond ("Bond Program") Project No. 320- Economic Development in Targeted Urban Areas funds to Urban Health and Wellness Group, Inc., 2) approve the allocation of up to \$2,800,000.00 from Project 320 funds to Wellspring in order to partially fund certain eligible infrastructure projects on a reimbursable basis, subject to certain conditions and 3) approve the GOB Agreement between Wellspring, as the Grantee, and the County to fund certain public infrastructure improvements on a reimbursable basis in connection with the Project. The recommended transaction and actions authorized by the attached resolution are more fully set forth below:

- Declares the Property surplus and authorizes the lease, pursuant to sections 125.045 and 125.379 of the Florida Statutes, of an approximate 3.78-acre parcel of land, identified as County Folio Nos. 08-2122-026-0010, 08-2122-025-0580 and 08-2122-025-0590 located at 14701 NW 27 Avenue, Opa-locka, Florida, ("Property") for a term of 30 years, plus two 15 year renewal options, with total rent during the initial and renewals terms estimated at not less than \$7,024,087.99. The Project will stimulate the economy in the surrounding area and promote economic growth as authorized by section 125.045 of the Florida Statutes. Wellspring has submitted an Economic Impact Analysis prepared by the County's Planning, Research and Economic Analysis Section within the Department of Regulatory and Economic Resources, dated June 5, 2020, substantiating

Honorable Barbara J. Jordan
 Commissioner, District 1
 Page No. 2

the economic benefits to the County both during and following completion of construction of the Project, attached as Attachment 4.

- Places the property upon which the affordable housing will be constructed, Folio Nos. 08-2122-025-0580 and 08-2122-025-0590, on the affordable housing inventory list, to be leased by the developer to low- and moderate-income households, subject to a rental regulatory agreement.
- The Lease requires that, by the end of the completion of construction of the first phase of the Project, there will be no less than 38 permanent new jobs at the Property, including operations of the medical complex, services associated with the complex, and employees of all sub-tenants at the complex. The full-time or full-time equivalent permanent jobs at the Property must maintain an average annual salary of no less than the greater of \$71,278.95 or the then-current County Living Wage. This obligation remains with this Lease for twenty (20) years and is subject to the following liquidated damages for job deficiencies:
 - (a) The number of jobs deficient at the first reporting date multiplied by the average annual salary multiplied by 12.5%.
 - (b) The number of jobs deficient at the second reporting date multiplied by the average annual salary multiplied by 13.5%.
 - (c) The number of jobs deficient at the third reporting date multiplied by the average annual salary multiplied by 14.5%.
 - (d) The number of jobs deficient at the fourth reporting date multiplied by the average annual salary multiplied by 15.5%.
- Authorizes 1) the rescission of Resolution No. R-432-15, which allocated \$2,800,000.00 of Better Building Communities General Obligation Bond Program ("Bond Program") Project No. 320 – "Economic Development in Target Urban Areas" funds to Urban Health and Wellness Group, Inc., 2) approves the allocation of up to \$2,800,000.00 from Project 320 funds to Wellspring in order to fund certain eligible infrastructure projects, subject to certain conditions, and 3) approves the GOB Agreement to partially fund certain public infrastructure improvements related to the completion of the Project and authorizes the Mayor or County Mayor's designee to execute the Agreement on behalf of the County.

Scope

The proposed development will be located at 14701 NW 27 Avenue, Opa-locka, Florida 33054 in Commission District 1, represented by Commissioner Barbara J. Jordan.

Fiscal Impact/Funding Source

The positive fiscal impact to the County, assuming that Wellspring exercises the two, 15-year renewal options, is rental income estimated at not less than \$7,024,087.99. If the GOB Agreement is approved, \$2,800,000.00 shall be made available to Wellspring for infrastructure costs related to the Project on a reimbursable basis. The funding source for the GOB Agreement is BBC-GOB Program bond proceeds.

The following is additional financial information regarding the Property and this transaction:

- The market value of the Property was valued by the County's Property Appraiser for 2019 as:
- Building = \$3,231,642.00 (building is in disrepair so 50% of this number is utilized herein, or \$1,615,821.00)*

Honorable Barbara J. Jordan
 Commissioner, District 1
 Page No. 3

- Parcel 1 land = \$945,864.00
 - Parcel 2 land = \$516,000.00
 - Parcel 3 land = \$516,000.00
- Total Value = \$5,209,506.00 (this value does not include current building condition – including 50% calculation, the total value would be \$3,593,685.00)
- Annual Rent:
 Annual Rent for Lease Years 1 through 7 = \$1.00
 Annual Rent for Lease Years 8 through 10, Years 11 through 20, and years 21 through 30 was determined by adding (i) building value of \$1,615,821.00 and (ii) the value arrived at when multiplying the average annual yield of the US 30 year Treasury Bond for the previous 5 years plus 2.5% by: 50% of the then current market value of the land as determined by the County's Property Appraiser at the beginning of the 8th Lease Year; 75% of the then current market value of the land as determined by the County's Property Appraiser at the beginning of the 11th Lease Year; and, 100% of the then current market value of the land as determined by the County's Property Appraiser at the beginning of the 21st Lease Year through the 30th Year. Should either or both of the Options to Renew the Term be exercised, (years 31 through 60), Annual Rent shall be calculated in the same manner as above with the sole exception being that the value of the Building of \$3,231,642.00 (Folio 08-2122-026-0010) shall be used in the formula for calculating the Annual Rent.

*Note: For the purposes of calculating the Annual Rent for Lease Years 1 through 7, because Wellspring is renovating a structure which has been confirmed by staff to be in significant disrepair, staff used 50% of the Property Appraiser's building value when calculating annual rent.

Track Record/Monitor

The Lease will be monitored by the Internal Services Department as appointed by the County Mayor or County Mayor's designee.

Delegation of Authority

Delegates the authority to the County Mayor or County Mayor's designee: (1) to execute the Lease; (2) to take all actions necessary to effectuate the Lease; (3) to exercise all rights conferred in the Lease, including any rights to terminate or cancel the Lease, or enter into such customary documentation as may reasonably be required in connection with such leasehold financing; (4) to approve of and enter into a regulatory rental agreement with the Tenant and to exercise all rights conferred therein; (5) to reasonably assist in the ministerial administrative acts of joining in plat or zoning applications, final plat(s), required dedications/designations, or modifications, declarations, permits, and other documents as may be necessary for Tenant to develop and use the Property in accordance with the terms of the Lease; (6) to join, solely in its capacity as owner, in the ministerial execution of applications for approvals, including the execution and submittal of any declarations of restrictions reasonably requested by the reviewing Governmental Agency and acceptance of any conditions reasonably imposed by the reviewing Governmental Agency, and in securing incentives through the Beacon Council or any other public or private agency without waiver or diminishment of the County's rights and privileges; (7) to execute non-disturbance agreements and issue estoppel statements.; (8) to approve plans and specifications presented by Wellspring for the development of the Property; (9) to approve any proposed downward adjustment of the estimated minimum expenditure which exceeds ten percent of such amount, provided that same is substantiated by revisions to such plans; and (10) execute the GOB Agreement.

Honorable Barbara J. Jordan
Commissioner, District 1
Page No. 4

Background

In June of 2016, the Board of County Commissioners approved Resolution No. R-664-16 providing for the long term lease of the Property to Urban Health and Wellness Group, Inc. ("Urban Health") for the development of a health and wellness center and activities related to the maintenance of health and prevention of disease for the residents of the City of Opa-locka and the County in accordance with Urban Health's mission. The lease with Urban Health was terminated on July 17, 2019 by the Internal Services Department for failure to perform tenant obligations, including but not limited to environmental and maintenance non-compliance issues.

In late November of 2019, Wellspring requested a long-term lease from the County for a planned, two-phase, mixed use development project beginning with the renovation of the existing 44,000 square feet building previously occupied by the Jackson Health System. The first phase of the development will renovate the existing structure and parking lot on County-owned land to become a medical office complex which will include medical service providers, wellness providers, a senior center, community education/training facility, a child after-care facility and service providers to benefit the community as set forth pursuant to the terms and conditions of this Lease. The second phase of development will house a 92-unit affordable housing complex and a food bank. In exchange for the lease of the Property and in addition to other good and valuable consideration, Wellspring will provide the County with (1) rent payments; (2) the creation of no less than 38 jobs at the Property; (3) the remediation and complete renovation of the existing structure for the medical complex structure and parking lot on County-owned land to become a medical office complex which will include medical service providers, wellness providers, a food bank, a senior center, community education/training facility, a child after-care facility and service providers to benefit the community as set forth pursuant to the terms and conditions of this Lease; (4) a housing structure with parking comprised of ninety-two (92) one-bedroom, one-bathroom units of at least 483 square feet all at the expense of Wellspring (70% of the units will be limited to those whose income is no greater than 70% of the County's AMI and 30% of which will be limited to those whose income is no greater than 120% of the County's AMI), all to be leased pursuant to the terms of rental regulatory agreement; and (5) adequate water and sewer infrastructure to service the Property, all at the expense of Tenant (which may include Project 320 Bond Program funds) and in accordance with the terms and conditions of the Lease.

The Project, when completed in approximately three years, will provide much improved access to health care services and providers in addition to community services and is expected to promote community interest and welfare and economic development. Additionally, the proposed residential complex will provide affordable housing in Opa-locka. A conceptual site plan and elevation of the residential project are included as Exhibit "B" to the Lease. The approximate total cost to complete the Project, is \$22,601,753.00, which may be adjusted downward by up to ten percent without County approval and over ten percent in accordance with the terms of the Lease if substantiated by revised plans and specifications submitted by the Tenant and approved by the County.

The initial lease term is for a period of 30 years, with Wellspring having the option of extending the lease for two additional 15-year renewal option periods at the rents set forth above. Staff believes that a substantial hardship would exist in requiring Wellspring to pay market rent for the Property after taking into consideration that Wellspring will be making significant capital investments to the Property. It should be noted that the Property resides in an Opportunity Zone as established by Congress in the Tax Cuts and

Honorable Barbara J. Jordan
 Commissioner, District 1
 Page No. 5

Jobs Act of 2017. This could afford the development team additional benefits from tax incentives for investment of its unrealized capital gains.

As calculated from the Effective Date of this Lease, Wellspring would have a total of:

- 12 months to commence construction of Phase I or cancel the Lease should Wellspring determine that it is unable to develop the Project. (The County also has the ability to terminate the Lease within the first 12 months if it determines that Wellspring is unable to develop the Project.)
- 16 months to commence the construction of Phase II.
- 26 months to complete the construction of Phase I
- 37 months to complete the construction of Phase II.

The Lease contractually requires Wellspring to comply with the County's Small Business Enterprise ("SBE") program during the design and construction phase. There is an associated cost for ensuring that the Tenant complies with the County's SBE program. The Tenant shall be responsible to the Internal Service Department, Small Business Development Division ("SBD") of the County for the cost of monitoring SBD goals during the construction phase of the Project.

Wellspring Community Resources, Inc. is organized exclusively for charitable, religious, educational, and scientific purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Included in its purpose are:

- To provide, on a nonprofit basis, housing for lower income persons; to sponsor other nonprofit housing corporations; to undertake the purchase, rehabilitation, construction, rental and sale of such housing where appropriate;
- To provide social services for the benefit of the residents of such housing; and to perform activities which give reasonable promise that a stable, nurturing environment will be created in neighborhoods; and to perform related activities which would be helpful in carrying out the purposes set forth above.
- To buy, own, sell, convey assign, mortgage or lease in real estate and personal property and to construct, maintain and operate improvement thereon necessary or incidental to the accomplishment of its purpose.

Mr. Darvin Williams serves as the President of the corporation; all principals are listed on the last page of this memorandum.

The economic benefits achieved by the construction of this proposed project by Wellspring are anticipated to have long-term economic and employment impacts when completed. Section 125.045(3) of the Florida Statutes provides that it "constitutes a public purpose to expend public funds for economic development activities, including leasing ... to private enterprises for the... attraction of new businesses to the community." The anticipated economic benefits of this proposed phased project and the creation of affordable housing would justify the use of the economic development and affordable housing lease of the Property as contemplated by sections 125.045 and 125.379, Florida Statutes.

Honorable Barbara J. Jordan
Commissioner, District 1
Page No. 6

LESSEE: Wellspring Community Resources, Inc.

COMPANY PRINCIPALS: Darvin E. Williams, President
Michelle C. Powell, Vice-President
Samuel R. Mitchell Jr., Treasurer
Stephanie Small-Diaz, Secretary

LOCATION: 16400 NW 2nd Avenue, Suite 102
Miami, FL 33169

FOLIO NUMBERS: 08-2122-026-0010
08-2122-025-0580
08-2122-025-0590

ZONING: Land Use: General
Muni Zone: I-2
Property Appraiser Zoning: 7300 -Industrial -Heavy Mfg

Wellspring Community Resources, Inc.

AMENDED ARTICLES OF INCORPORATION

In compliance with Chapter 617, F.S., (Not for Profit)

RESTATED AMENDED
ARTICLES OF INCORPORATION
OF
WELLSPRING COMMUNITY RESOURCES, INC.

ARTICLE I — NAME

The name of the corporation filing these amended and restated articles of Incorporation with the Secretary of State of Florida is Wellspring Community Resources, Inc. (hereinafter referred to as the “Corporation”).

The Articles of Incorporation, as amended and restated, shall be as follows:

ARTICLE II — REGISTERED OFFICE ADDRESS

The principal office of the Corporation is to be located at 16400 NW 2nd Avenue, Miami, Florida 33169. The name and address in the Corporation's initial agent for service of process is: Darwin Williams,

ARTICLE III — PURPOSE

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. The specific purposes of the Corporation are to form, a business and objects to be carried on and promoted by it, are as follows:

- To provide, on a nonprofit basis, housing for lower income persons; to sponsor other nonprofit housing corporation; to undertake the purchase, rehabilitation, construction, rental and sale of such housing where appropriate;
- To provide social services for the benefit of the residents of such housing; and to perform activities which give reasonable promise that a stable, nurturing environment will be created in neighborhoods; and to perform related activities which would be helpful in carrying out the purposes set forth above.
- To buy, own, sell, convey assign, mortgage or lease in real estate and personal property and to construct, maintain and operate improvement thereon necessary or incident to the accomplishment of the purpose set forth Article hereof.
- To borrow money an issue evidence of indebtedness in furtherance of any or all of the objects of business of its business, and to secure the same by mortgage, or pledge to accomplish purposes.

The Corporation shall not be conducted or operated for profit and no part of the net earnings of the Corporation shall inure to the benefit of any individual, nor shall any of the profits or assets of the Corporation be used other than for the purposes of the Corporation.

ARTICLE IV — EXEMPTION REQUIREMENTS

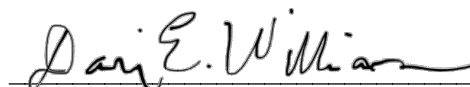
At all times the following shall operate as conditions restricting the operations and activities of the Corporation:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof.
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
3. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

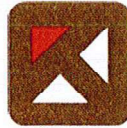
ARTICLE V — DURATION / DISSOLUTION

The duration of the corporate existence shall be perpetual. In the event of liquidation, dissolution, or winding up of the Corporation, whether voluntary, involuntary, or by the operation of law, the property or other assets of the Corporation remaining after the payment, satisfaction, and discharge of liabilities or obligations, shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, I have subscribed my name this 16th Day of April, 2020



Darvin Williams, President



KEYSTONE
HOLDINGS GROUP, LLC

Date: June 25, 2020

To: Honorable Barbara J. Jordan
and Members, Board of County Commissioners

From: Miguel A. Mouriz
Keystone Holdings Group, LLC
Managing Member

Re: **Notice of Participation regarding the development of County property located at 14701 NW 27th Avenue, Opa-Locka, FL 33056**

Dear Commissioner Jordan,

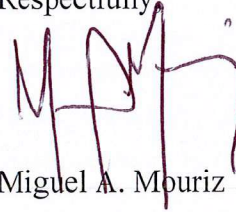
Please allow this correspondence to further confirm our commitment and intent to finance and develop the County property located at 14701 NW 27th Avenue, Opa-Locka, FL 33056 (the "Property"). Keystone Holdings Group, LLC ("Keystone Holdings") is a privately held investment and development company which has extensive experience in real estate development, construction, financing, leasing and the overall operation and maintenance of properties throughout South Florida. Currently, we are diligently working with the non-profit Wellspring Community Resources to deliver a proposed mixed-use project which includes a community health and wellness center for the Opa-Locka community and an affordable housing complex for seniors (the "Project"). To that end we have delivered a letter of reference from Mr. Jaime Castano, Senior Vice President and Construction Lending Manager at Professional Bank in Coral Gables, FL. *A copy of the Professional Bank Letter dated June 10, 2020 is attached hereto as Exhibit "A"* As stated therein, Professional Bank is excited about this new proposed Project and looks forward to participating with us in the financing of same. Additionally, the letter provides a current estimate of the costs for the Project. Immediately upon Keystone Holdings gaining site control of the Property, Professional Bank will be well positioned to complete the underwriting process and to finalize terms for the construction financing of the Project. Additionally, it is our firm intention to commence development of the Project within thirty (30) days of securing the required construction financing for the Project.

Since 1994, Keystone Holdings has been a leader in real estate development in South Florida. Our broad portfolio boasts a number of recognizable retail centers such as the Miracle Market Place, a 220,000 square foot shopping center on Coral Way in Miami and Villa de Mare, a 17-story residential building on Collins Avenue in Miami Beach. With a selection of some of the best architects and contractors available, we look forward to taking this Project from start to finish in order to provide the Opa-Locka community with a gathering place that can assist in

improving the health and general welfare of the City's residents. Since the inception of Keystone Holdings, our results have been and continue to be noteworthy properties which enhance the cities in which they are located. Keystone Holdings lays a foundation with strong financing, delivers a unique attention to detail in the design phase, and builds with a "form follows function" mind-set. Keystone Holdings is extremely excited to potentially become an active participant in this proposed Project in the heart of the City of Opa-Locka.

Should you have any questions or if you require any additional information or documentation from us at this time, please do not hesitate to contact me. Thank you for your assistance in this matter and we look forward to moving forward with this Proposed Project.

Respectfully,

A handwritten signature in dark ink, appearing to read 'MAM', with a stylized flourish extending from the end.

Miguel A. Mouriz



June 10, 2020

RE: Wellspring Community Resources Project

To Whom It May Concern:

Mr. Mouriz has informed us of the Wellspring Community Resource Project which will consist of a 40,000 square feet of Medical Office and Community Center Complex which will include a food bank, senior center, community education/training facility, and child after-care facility; (4) a four story housing structure with parking, comprised of ninety-two (92) one-bedroom, one-bathroom units of approximately 483 square feet. The total project cost is estimated at \$20,000,000.

Over the years, we have personally witnessed the commitment, integrity, professionalism and tenacity which Mr. Mouriz and his organizations demonstrate in all of their business operations, including, but not limited to, their acquisition and development of properties, often times including properties which were distressed at acquisition, and throughout good times and bad, but ultimately which resulted in the successful and timely completion of viable projects.

We are excited about Mr. Mouriz's prospective new project and look forward to be afforded the opportunity to underwrite this project once the Board of County Commissioner approves the project. We feel this project will be a win for the community.

Please feel free to contact me directly at 786-483-1751 should you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Castano', written over the word 'Sincerely,'.

Jaime Castano
Senior Vice President
Client Management Group

Economic Development Fund

Building Better Communities

General Obligation Bond Program

EDF General Project Overview

WELLSPRING COMPLEX OF OPA-LOCKA

Project Title

WELLSPRING COMMUNITY RESOURCES, INC.

Name of Business

July 9, 2020

Date Submitted

After review of this *Project Overview* the Office of Economic Development and International Trade may request additional information including a business plan containing a market assessment, financial proformas, and development site plans. The submission of this project overview does not guarantee funding.

Jack Osterholt, Director
Regulatory and Economic Resources Department
STEPHEN P. CLARK CENTER, 111 N.W. 1st STREET, 12th
FLOOR MIAMI, FLORIDA 33128
Telephone (305) 375-2883 Fax (305) 679-7895
www.miamidade.gov





ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW

1. BUSINESS INFORMATIONA. Name of Business Unit: WELLSPRING COMMUNITY RESOURCES, INCB. Mailing Address: 16400 NW 2ND AVE, SUITE 102

Street Address

N. MIAMI BEACH FLORIDA 33169

City *State* *Zip Code*

C. Primary Contact Person of Parent Company (if applicable):
DARVIN WILLIAMSD. Title: PRESIDENTMailing Address: 16400 NW 2ND AVE, SUITE 102

Street Address

N. MIAMI BEACH FLORIDA 33169

City *State* *Zip Code*

Telephone: (786) 683-0582

Fax: _____

Email: darwin1@me.com

Website: _____

E. Federal Employer Identification Number: 84-287-0418F. Unemployment Compensation Number: N/AG. Florida Sales Tax Registration Number: N/AH. What is the business's tax year? (ex: Jan 1 to Dec 31): Jan1/Dec31

I. Is this business an active and duly registered for-profit Florida corporation?

Yes ☒ No ☐

please explain: _____

If no,

Indicate ownership status: (Note: Responding to this question is voluntary and not required.

The County does not use this information as a factor in determining the award of County funds or contracts.) Check all that apply.

Minority Owned Business ☐ Woman Owned Business ☐ Privately Owned Business ☐Publicly Owned Business ☐ None ☒

Is this business an active and duly registered not-for-profit 501(C)(3) Florida corporation?

Yes ☒ No ☐

J. Will the business requesting grant funds own or lease the property where the project will be located?

Own ☐ Lease ☒ (Note: Provide a copy of the deed showing ownership or a copy of the lease.)

K. If the business will own the property, is or will the property be encumbered by any mortgage and if so provide the balance of the mortgage(s).

2. PROJECT OVERVIEWA. Which of the following best describes this business¹:☒ New business unit to Miami-Dade County creating jobs.☐ Existing Miami-Dade County business creating/expanding jobs in Miami-Dade.

(If an expansion, how many jobs are currently in the expanding business unit?) _____

☐ Developer building new construction for business _____ (name of the company) that will be creating _____ jobs.¹ Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW

B. How many individuals are employed at all Florida locations? (FTE²)

_____ 0 _____

C. Are any jobs being transferred from other Florida locations? _____

Yes ☐ No ☒ If yes, how many jobs and from where? _____

Why are these jobs being transferred? _____

D. Project Location Information:

(i) What is the project's proposed location address:

14701 NW 27TH AVE

Street Address

OPA LOCKA

City

FLORIDA

State

33056

Zip Code

(ii) What is the project's current location address (if different):

Street Address

City

State

Zip Code

(iii) Is the project location within a current or proposed Brownfield site / area?

Yes ☒ No ☐ If yes, attach a copy of the official document designating the Brownfield area.

(iv) Is the project location in an Enterprise Zone, Empowerment Zone or a Targeted Urban Area as defined in Section 30A-129(2) of the Miami-Dade County, FL Code of Ordinances?

Yes ☒ No ☐ If yes, which zone? NW 27TH AVE CORRIDOR TUA

E. Give a full description of this proposed project. (Not to exceed 500 words. Be specific.)

SEE ATTACHED

F. Explain how this proposed project will spur economic development, attract new businesses to Miami-Dade County and create jobs. SEE ATTACHED

G. Provide a complete project line item budget, including estimated cost, sources and uses of funds, a detailed description of project elements, and the portion of the project proposing to utilize Economic Development Fund grants. (EDF grants can only be used for public infrastructure.) SEE ATTACHED

H. What proportion of gross operating revenues from this project are anticipated to represent sales to customers located outside of Miami-Dade County? (If sales are not a reasonable measure, use another basis for measure and provide explanation below.) SEE ATTACHED

20 % Explain, if necessary: _____

ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW





ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW

3. JOB AND WAGE OVERVIEW

A. How many new FTE jobs are to be created as part of this project? What are the initial average wage and benefits? SEE ATTACHED

Occupation	Avg Wage	Avg Benefits	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__
Prof., Scientist	\$	\$						
Research Tech.								
Senior Mgmt								
Admin. Support								

Jobs created, continued

Occupation	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__
Prof., Scientist									
Research Tech.									

B. What employee benefits are included above? (e.g. health insurance, 401(k) contributions, vacation and sick leave, etc.) EMPLOYEE HEALTH INSURANCE, 401(K), PTO, AND BONUSES

C. If this is an existing business located in Miami-Dade, then how many jobs are expected to be retained as part of this project? (Jobs in jeopardy of leaving Miami-Dade should only be included here.) _____ (Note: EDF grants cannot be used solely for the purpose of retaining existing jobs.)

D. What is the business' principal industry classification code? (Use North American Industry Classification System – NAICS.): 621111/ 531110/ 624210

If more than one NAICS code applies, then provide a breakdown of the project's primary business activities:

Business Unit Activities	NAICS Code	% of Project Revenues	Annualized Wage Total
Health & Wellness Complex	621111	60%	\$1,622,750.00
Housing	531110	40%	\$1,076,400.00
Food Bank	624210	0%	

4. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment. Do not include the value of land purchased for construction of a new building but include architect, engineering and design costs).
SEE ATTACHED



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW

- B. List the anticipated amount (thousands of dollars) and type of major capital investment to be made by the applicant in connection with this project:** (Attach separate schedule if investment will be made over more than five years) **SEE ATTACHED**

	Year ____	Year ____	Year ____	Year ____	Year ____
Land	\$	\$	\$	\$	\$
New Construction (excl. public infrastructure)	\$	\$	\$	\$	\$
Building Renovations	\$	\$	\$	\$	\$

- C. What is the estimated square footage of the new or expanded facility? 112,284
- D. What is the deadline to make the location decision (date)? N/A
- E. What is the anticipated date that construction will begin? 9/2021
- F. What is the anticipated construction completion date? 10/2024

	Start	Finish	Deliverables
Phase I	9/2021	10/2024	Health & Wellness
Phase II	1/2022	10/2024	Food Bank, Housing

- G. What is the anticipated date that operations will commence? 1/2025
- H. Submit documentation demonstrating financial capacity and financial commitments using other non-County sources to complete the project. **SEE ATTACHED**

5. PUBLIC INFRASTRUCTURE NEEDS

- A. Describe the type of public infrastructure investment needed. **SEE ATTACHED**
- B. What is the total anticipated cost of public infrastructure needed for this project? \$ 5M
- C. EDF grants will be disbursed only after the public infrastructure investments are complete and negotiated performance benchmarks are met. Describe the business's capacity to finance the public infrastructure costs. **SEE ATTACHED**

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

- A. Provide a brief synopsis of any special economic impacts/benefits the project is expected to stimulate in the community, the County, and the rest of South Florida. **SEE ATTACHED**
- B. Will business operations being supported with an Economic Development Fund grant establish a plan for maximizing the employment of persons with family incomes less than 80% of the County's median household income, or persons living in Census Block Groups where 50% of residents live in households with income less than 80% of the median? If yes, explain how that plan will be developed and implemented. Yes, See Attached
- C. Will the business operations be conducted in LEED certified (or equivalent energy efficiency rating system) buildings? If yes, at what level of certification

Yes ☒ No ☐



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW

D. List and explain any criminal or civil fines or penalties or ongoing investigations or debarments that have been performed/imposed upon the company, its executives, its principals or its affiliates and any bankruptcy proceedings (within the past 10 years) of the applicant or its parent company. Do not leave this question blank. If there are no issues to be identified, write "NONE." Failure to disclose this information may result in this application being denied. NONE

E. Is the company current with all its state, local and federal taxes? If no, please explain.

Yes ☒ No ☐

F. Provide any additional information you wish considered as part of this review of your request for incentives or items that may provide supplementary background information on your project or company.

7. SIGNATURES

Application Completed By:

Darvin E. Williams, President

darwin1@me.com

Email Address

Darvin E. Williams

To the best of my knowledge, the information included in this application is accurate.

Darvin E. Williams

**Signature (Authorized Company Officer)
REQUIRED**

Address, if different than mailing address

Name

Phone number

Title

Email Address

Address, if different than mailing address

Date

7/9/2020

Phone number

Name of contact person, if different than above

Fax Number

Address

Email Address

7/9/2020

Address

Date

Wellspring EDF Application Attachment

2. E. Full Description of Project

The Wellspring Complex of Opa-Locka will include a full service health and wellness center, a food bank, a senior center, a child care center, and 92 units of affordable housing. The goal of the complex is to provide the community with one-stop for many of its healthcare needs. This mission will be accomplished through the provision of both primary and speciality care, dental and vision centers, a pharmacy, a medical supply store, and rehabilitation services. Senior citizens shall receive a host of free services which include transportation to and from the complex and free social events. By combining community services, housing, and wellness services, the complex shall take a holistic approach to improving population health.

The project lies within both the City of Opa-Locka Brownfield site and the NW 27th Avenue Corridor Targeted Urban Area. As such, Miami-Dade county has identified the site in need of economic development and financial recovery. This project fulfills these county goals by providing new construction, new business, and high impact entry-level and technical jobs.

2. F. Economic Development, New Business, and Job Creation

The economic impact that the complex shall have cannot be overstated. The property is currently a blight on the community and the City of Opa-Locka. The property sits upon the city's northern border with Miami Gardens on NW 27th Avenue, one of the busiest streets in Miami Dade County. With such high visibility, the property currently serves as a harbinger of desolation. With the finished construction of a new four story residential and one story commercial facility, the Wellspring Complex , will usher in a new era of economic development for the City of Opa-Locka.

Due to the lack of access to services currently available within the community, residents must travel outside of the community for specialty care, vision services, and dental services. All of these services will be new business not currently available within the community. Access to pharmacy services and primary care is currently limited. This project will greatly expand the offering of these services.

With a waiting list of over two years, the closest affordable housing unit is unable to meet demand. The residential building will be comprised of ninety-two (92) one bedroom, one bathroom units of no less than 483 square feet each. Seventy percent (70%) of these will be rented solely to occupants whose income is no greater than 70% of Area Median Income (AMI) for Miami-Dade County as published in the Florida Housing Finance Corporation (FHFC) relevant to the year 2020 a unit is rented or \$1200 per month. Thirty percent (30%) of the units may be rented solely to occupants whose income is no greater than 120% of AMI for Miami-Dade County in accordance with standards published in the FHFC or \$2,058 per month.

According to the U.S. Census Bureau, the average annual per capita income in the City of Opa-Locka was \$11,385 as of 2018. With annual salaries starting at \$26,000 and several topping over \$200,000, the lowest paying wage at the complex will start at over 100% of the average per capita income in the city. As such, incomes from the Complex will serve as a vehicle for economic development.

2. G. Project Budget

HARD COSTS

Item	Phase 1 Cost	Phase 2 Cost	Total Cost (Phase 1+Phase 2)
A Infrastructure	\$2,800,000.00	\$0.00	\$2,800,000.00
B Construction Costs	\$5,754,000.00	\$9,897,753.00	\$15,651,753.00
Total Hard Costs	\$8,554,000.00	\$9,897,753.00	\$18,451,753.00

SOFT COSTS & GENERAL COSTS

Item	Phase 1 Cost	Phase 2 Cost	Total Cost (Phase 1+Phase 2)
C Closing Costs- Acquisition	\$85,000.00	\$200,000.00	\$285,000.00
D Architectural & Engineering Fees	\$90,000.00	\$225,000.00	\$315,000.00
E Legal Services	\$75,000.00	\$40,000.00	\$115,000.00
F Consulting Fees	\$85,000.00	\$150,000.00	\$235,000.00
G Interest Reserve	\$250,000.00	\$450,000.00	\$700,000.00
H Real Estate Taxes	\$0.00		
I Soft Cost Contingency	\$150,000.00	\$250,000.00	\$400,000.00
J Impact Fees & Permits	\$0.00	\$0.00	\$0.00
K Owners Rep	\$95,000.00	\$150,000.00	\$245,000.00
L Developer Fee	\$450,000.00	\$1,000,000.00	\$1,450,000.00
M Administrative Expenses	\$180,000.00	\$225,000.00	\$405,000.00
Total Soft Costs	\$1,460,000.00	\$2,690,000.00	\$4,150,000.00
TOTAL PROJECT COSTS	\$10,014,000.00	\$12,587,753.00	\$22,601,753.00

Funding & Financing

Total Development Cost	\$22,601,753.00
Annual Interest Rate	6%
Amortization Term (Years)	30
Balloon Payment (Years)	7
Phase I Annual	\$705,089.40
Phase II Annual	\$886,308.24
Balloon Payment	\$15,421,804.56

Wellspring Opa-Locka Pro Forma

	YR1	YR2	YR3	YR4	YR5
Revenues					
Commercial Lease	\$798,000.00	\$829,920.00	\$863,116.80	\$897,641.47	\$933,547.13
Senior Housing		\$1,076,400.00	\$1,108,692.00	\$1,141,952.76	\$1,176,211.34
CareWell Medicaid sub	\$499,000.00	\$548,900.00	\$603,790.00	\$664,169.00	\$730,585.90
MediWell Medicare sub	\$225,750.00	\$300,000.00	\$330,000.00	\$363,000.00	\$399,300.00
De Hostos Joint Grant	\$100,000.00	\$125,000.00	\$150,000.00	\$175,000.00	\$200,000.00
Total Revenues	\$1,622,750.00	\$2,880,220.00	\$3,055,598.80	\$3,241,763.23	\$3,439,644.37
Expenses					
Payroll	\$250,000.00	\$257,500.00	\$265,225.00	\$273,181.75	\$281,377.20
Maintenance and Repairs	\$60,000.00	\$62,400.00	\$64,896.00	\$67,491.84	\$70,191.51
Administrative Supplies	\$6,000.00	\$6,240.00	\$6,489.60	\$6,749.18	\$7,019.15
Utilities	\$5,000.00	\$5,050.00	\$5,100.50	\$5,151.51	\$5,203.02
Transportation Services	\$75,000.00	\$76,500.00	\$78,030.00	\$79,590.60	\$81,182.41
Financial Aid	\$80,000.00	\$88,000.00	\$96,800.00	\$106,480.00	\$117,128.00
Employee Retention	\$100,000.00	\$110,000.00	\$121,000.00	\$133,100.00	\$146,410.00
Food Bank Services	\$25,000.00	\$27,500.00	\$30,250.00	\$33,275.00	\$36,602.50
Senior Meals	\$75,000.00	\$76,875.00	\$78,796.88	\$80,766.80	\$82,785.97
Aftercare Services	\$75,000.00	\$78,000.00	\$81,120.00	\$84,364.80	\$87,739.39
Phase I Financing	\$705,089.40	\$705,089.40	\$705,089.40	\$705,089.40	\$705,089.40
Phase II Financing		\$886,308.24	\$886,308.24	\$886,308.24	\$886,308.24
Total Expenses	\$1,456,089.40	\$2,379,462.64	\$2,419,105.62	\$2,461,549.12	\$2,507,036.80
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,456,089.40	\$2,379,462.64	\$2,419,105.62	\$2,461,549.12	\$2,507,036.80
Net Profit	\$166,660.60	\$500,757.36	\$636,493.19	\$780,214.12	\$932,607.58

2. H. Revenue Source

There are predominately two revenue streams generated by the complex: housing rentals and medical services. It is assumed that all housing rentals will be generated in Miami-Dade county. Only a portion, about 20%, of revenue generated from medical services is expected to be generated outside of Miami-Dade county. Given that the bulk of all medical service revenue is generated within a five mile radius of the complex, this twenty percent represents a small portion of sales that will be attracted from locales in Broward county such as Miramar and Hollywood.

3. A. Job and Wage Overview

The Complex shall commence with 38 employees and over \$3.7 Million in payroll and benefits.

Job & Wage Overview

Service	Job	Quantity	Salary	Payroll
Primary Care	Physician	2	\$200,300.00	\$400,600.00
	Nurse Practitioner	2	\$106,146.00	\$212,292.00
	Medical Asst	4	\$31,200.00	\$124,800.00
	Admin Asst	2	\$31,200.00	\$62,400.00
Senior Center	Executive Director	1	\$50,000.00	\$50,000.00
	Support Staff	2	\$26,000.00	\$52,000.00
Childcare Center	Clinical Director	1	\$35,000.00	\$35,000.00
	Clinical Support	1	\$31,200.00	\$31,200.00
	Admin Support	2	\$26,000.00	\$52,000.00
Kitchen	Executive Chef	1	\$50,000.00	\$50,000.00
	Line Cook	1	\$35,000.00	\$35,000.00
	Support Team	2	\$26,000.00	\$52,000.00
Counseling Center	Executive Director	1	\$250,000.00	\$250,000.00
	Nurse Practitioner	1	\$106,146.00	\$106,146.00
	Admin Support	1	\$31,200.00	\$31,200.00
Pediatric Center	Pediatrician	1	\$196,605.00	\$196,605.00
	Medical Assitant	1	\$31,200.00	\$31,200.00
	Admin Assistant	1	\$31,200.00	\$31,200.00
Clinical Research	Clinical Facilitator	1	\$50,000.00	\$50,000.00
Pharmacy	Pharmacist	2	\$132,240.00	\$264,480.00
	Pharmacy Tech	2	\$31,200.00	\$62,400.00
Diagnostics	Phlebotomist	1	\$31,200.00	\$31,200.00
OB/GYN	Gynecologist	1	\$278,331.00	\$278,331.00
	Nurse Practiioenr	1	\$106,146.00	\$106,146.00
	Executive Director	1	\$50,000.00	\$50,000.00
	Medical Asst	2	\$31,200.00	\$62,400.00
		38		\$2,708,600.00
Employee Benefits				\$812,580.00
Employee Bonuses				\$203,145.00
Total Payroll				\$3,724,325.00

4. A. - B. Capital Investment Overview

Capital investment at the complex includes rehabilitation of the existing 44,000 square foot facility and construction of a 68,284 square foot housing facility. Due to lack of drainage, side walks, and the crumbling clay piping installed in the City of Opa-Locka in the 1970s, we estimate that the area requires approximately \$5 Million in public infrastructure. We shall allocate \$2.8 Million in funding to install new piping sidewalks, and semi-permanent road resurfacing until such time that further allocations can be made. The edifice shall be new construction with several new medical service lines with all new medical devices and equipment. Subsequently we anticipate a total capital investment of over \$22,601,753 for the project.

HARD COSTS

Item	Phase 1 Cost	Phase 2 Cost	Total Cost (Phase 1+Phase 2)
A Infrastructure	\$2,800,000.00	\$0.00	\$2,800,000.00
B Construction Costs	\$5,754,000.00	\$9,897,753.00	\$15,651,753.00
Total Hard Costs	\$8,554,000.00	\$9,897,753.00	\$18,451,753.00

SOFT COSTS & GENERAL COSTS

Item	Phase 1 Cost	Phase 2 Cost	Total Cost (Phase 1+Phase 2)
C Closing Costs- Acquisition	\$85,000.00	\$200,000.00	\$285,000.00
D Architectural & Engineering Fees	\$90,000.00	\$225,000.00	\$315,000.00
E Legal Services	\$75,000.00	\$40,000.00	\$115,000.00
F Consulting Fees	\$85,000.00	\$150,000.00	\$235,000.00
G Interest Reserve	\$250,000.00	\$450,000.00	\$700,000.00
H Real Estate Taxes	\$0.00		
I Soft Cost Contingency	\$150,000.00	\$250,000.00	\$400,000.00
J Impact Fees & Permits	\$0.00	\$0.00	\$0.00
K Owners Rep	\$95,000.00	\$150,000.00	\$245,000.00
L Developer Fee	\$450,000.00	\$1,000,000.00	\$1,450,000.00
M Administrative Expenses	\$180,000.00	\$225,000.00	\$405,000.00
Total Soft Costs	\$1,460,000.00	\$2,690,000.00	\$4,150,000.00
TOTAL PROJECT COSTS	\$10,014,000.00	\$12,587,753.00	\$22,601,753.00

5. A. Public Infrastructure

Due to lack of drainage, side walks, and the crumbling clay pipes installed in the City of Opa-Locka in the 1970s, we estimate that the area requires approximately \$5 Million in public infrastructure. We shall allocate approximately \$2.8 Million in funding to install new piping sidewalks, and semi-permanent road resurfacing until such time that further allocations can be made.

5. C. Public Infrastructure Financing

Wellspring Community Resources, Inc is working with Keystone Holdings Group, LLC to develop and finance the project. Keystone is a privately held investment and development company. The company has extensive experience in real estate development, financing, and leasing activities. To that end the Keystone principal Mike Mouriz has delivered a letter of

reference from Jaime Castono, Senior Vice President and Construction Lending Manager at Professional Bank in Coral Gables, FL. As stated therein, Professional Bank is excited about this new project and looks forward to participating in financing. Upon gaining site control, People Bank shall complete underwriting and finalize financing terms. It is our intent to commence development within thirty days of securing the property. The project has a total projection of \$4,150,000 in soft costs that includes developer fees, administrative expenses, and consulting fees. Projection of closing costs, interest reserve, and other soft costs may change upon completion of underwriting. However no more than \$3,842,298.01 shall be spent for soft costs associated with and necessary for the construction of the Improvements.

6. A. Special Economic Impacts and Benefits

In addition to the financial impact on the community and the high-impact job creation, Wellspring shall offer a first-of-its-kind economic development incentive. All employees of the Complex who maintain a permanent residence within the city limits of the City of Opa-Locka or otherwise reside within two miles of the complex shall receive an annual bonus of 5 percent of the employee's annual salary. The result is that nearly \$200,000.00 in bonuses will be given to employees who are residents of city.

This initiative shall further spur economic development in the City of Opa-Locka and the community surrounding the NW 27th Avenue corridor. Nearly two decades, the County looked to improve the health and neighborhood of the City of Opa-Locka by the placement of a hospital for women on NW 27th Avenue. That promise had languished in the last decade as the site of the old hospital had been left abandoned. Wellspring shall reopen this location with wraparound full-service healthcare services for the entire community, affordable housing, and the opportunity to spur the transformation of a community long forgotten.

6. B. Entry-Level Hiring Plan

As per the 2018 data from the U.S. Census Bureau, the median household income for a family in Miami-Dade is \$59,100 and the average annual per capita income is \$26,838. Eight percent of the County's median household income is \$47,280. For Opa-Locka, the median household income was \$17,908 as of 2018. Accordingly, nearly all residents of Opa-Locka are members of families with incomes less than 80% of the County's median household income and are living in Census Block Groups where 50% of residents live in households with income less than 80% of the median.

Our strategy to employing the citizens of Opa-Locka is four-fold:

- 1) Provide job education and training in the healthcare field;
- 2) Reserve five percent of entry level positions for employment by Opa-Locka residents;
- 3) Partner with the City of Opa-Locka to conduct an annual job fair; and

4) Provide preferential scoring in the hiring process.

With annual salaries starting at \$26,000 and several topping over \$200,000, the lowest paying wage at the complex will start at over 100% of the average per capita income in the city. As such, incomes from the Complex will serve as an engine for economic development in the city.

**GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES
MIAMI-DADE COUNTY
GRANT AGREEMENT**

Economic Development in Targeted Urban Areas
Wellspring Complex of Opa-Locka
GOB Project Number 320

This Grant Agreement ("Agreement" or "Grant Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida ("County" or "Miami-Dade County"), through its governing body, the Board of County Commissioners ("Board") and Wellspring Community Resources, Inc., a Florida _____ ("Grantee") is entered into this ____ day of _____, 2020 ("Effective Date").

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted a series of resolutions that authorized the issuance of \$2.926 billion in general obligation bonds ("GOB") for capital projects and on November 2, 2004, a majority of those voting approved the bond program ("BBC GOB Program"); and

WHEREAS, Resolution No. R-914-04 was one of those resolutions and it approved the issuance of general obligation bonds in the aggregate principal amount of \$352,162,000 "to construct and improve walkways, bikeways, bridges and access to the Seaport, and other municipal and neighborhood infrastructure improvements to enhance quality of life" in accordance with the projects listed on Appendix A to the Resolution ("Appendix A"); and

WHEREAS, one of the projects listed on Appendix A was Project 320 entitled "Economic Development in Targeted Urban Areas ("TUA")" with a project description of "provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs" ("Project 320"); and

WHEREAS, the Board approved an allocation of \$2,800,000.00 ("Grant") to the Grantee from Project 320 for certain public infrastructure improvements described in Section 4 of this Agreement ("GOB Project") in connection with a full service health and wellness center, a food bank, a senior center, a child care center and 92 units of affordable housing located at 14701 NW 27th Avenue Opa-Locka, FL 33056 ("Development") because the Development will attract one or more new businesses or cause the expansion of existing businesses to the County which will result in the creation of 38 New Jobs (as defined in this Agreement) as described in Exhibit A to this Agreement ("Exhibit A"); and

WHEREAS, the County and the Grantee wish to enter into this Grant Agreement to set forth the terms pursuant to which the County will disburse the Grant to the Grantee,

NOW THEREFORE, pursuant to resolution of the Board which specifically authorizes the County Mayor or County Mayor's designee to execute this Grant Agreement and any other related agreements and certificates and in consideration of the mutual promises and covenants contained in this Grant Agreement and the mutual benefits to be derived from this Agreement, the County and the Grantee agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are the Grantee and the County. The Board has delegated the responsibility of administering this Grant Agreement to the County Mayor or the County Mayor's designee, who shall be referred to as the "County Mayor." The County Mayor has assigned the responsibility for monitoring this Agreement to the Department of Regulatory and Economic Resources ("RER").

This Agreement shall take effect as of the date written above upon its execution by the County and the Grantee. Subject to Section 2 and Section 16 below, this Agreement shall have a term commencing on the Effective Date and expiring twenty-five (25) years from the Job Certification Date (as such term is defined in Section 3 herein). Notwithstanding the foregoing, to the extent that the GOB Project is on land owned by Miami-Dade County, this Agreement shall expire concurrently with the expiration of the Security (as such term is defined in Section 6 of this Agreement).

Section 2. Job Creation. Exhibit A sets forth the projected economic impact that the Development shall have on the community, including the number of new jobs to be created and the new business or expanded businesses that will result from the completion of the Development. The Grantee has agreed to create or cause to be created 38 New Jobs with annual average salaries of \$71,278.95 or higher as described in Exhibit A ("Certified Jobs"). The Grantee agrees to maintain or caused to be maintained the number of Certified Jobs for four (4) years from the Job Certification Date (as such term is defined in Section 3 below). The County shall determine, as set forth in this Agreement, the number of Certified Jobs created and maintained on the Job Certification Date and on the anniversary date of each year following the Job Certification Date ("Anniversary Date"). The County and the Grantee agree that "New Jobs" are defined as permanent full-time equivalent positions (36hrs/week) from: (i) new businesses located in the Development, (ii) existing businesses relocating to Miami-Dade County as a result of the Development, and/or (iii) business expansions of businesses already located in Miami-Dade County, and excludes construction jobs and jobs existing as of the commencement date of the construction of the Development, unless such jobs are permanent jobs created in connection with, and in anticipation of, the operation and management of the Development after the Development is completed, provided, however, such new permanent full time jobs shall be net of any permanent jobs eliminated as a result of the Development.

The determination of the number of New Jobs created and maintained shall be certified in the form of an annual report based upon the RT-6 filings with the State of Florida attached as Exhibit E to this agreement, to evidence the number of Certified Jobs during the previous year and the average salary paid, prepared and certified by: (1) the Grantee's Certified Public Accountant (CPA) (2) the Grantee's Tenant(s)' CPA or (3) an agent of the Grantee's Tenant who has been duly authorized to sign on behalf of the

Tenant company, by a corporate manager or officer. In conjunction with such annual report, the Grantee shall submit an affidavit or other written affirmation attesting that the new jobs certifications in said report are true and correct to the best of the Grantee's knowledge and belief.

The Grantee agrees to comply with Section 2-1701 of the Code of Miami-Dade County, Florida ("County Code"), known as the Community Workforce Program, with a goal of having a minimum of 10% of the persons performing the construction trades and labor work for the Development be residents of Designated Target Areas (as such term is defined in Section 2-1701 of the County Code) and will aspire to have no less than seventy percent (70%) of the Certified Jobs shall be offered first to residents of the TUA and to the extent any positions remain unfilled, to residents of Miami-Dade County as set forth in the hiring plan prepared by the Grantee and attached as Exhibit B to this Agreement.

Section 3. Conditions Precedent. The County shall have no obligation to fund the Grant pursuant to Section 5, and this Agreement shall be terminated and the parties shall no longer have any obligation to each other pursuant to this Agreement if any one or more of the following conditions are not met:

(a) Construction of the Development, including the GOB Project, is commenced by the date set forth in the Construction Schedule attached as Exhibit C ("Construction Schedule") or any other date approved by the County Mayor after written request from the Grantee;

(b) Construction of the Development, including the GOB Project, is completed by October, 2024; pursuant to the Construction Schedule or any other date approved by the County Mayor after written request from the Grantee;

(c) On or before the date that is three (3) years from the date of the Certificate of Occupancy ("CO") for the Development, including the GOB Project, the County is in receipt of written evidence from the Grantee and acceptable to the County Mayor that all of the Certified Jobs have been created and maintained for three hundred and sixty-five (365) consecutive days after CO ("Job Certification Date");

(d) At least seven (7) days before the date that the grant is set to be disbursed, the County is in receipt of the Security (as such term is defined in Section 6 below) from the Grantee; and

(e) The Grantee agrees to submit written evidence to the County within sixty (60) days of the date of this Agreement (or such additional period as is approved by the Board of County Commissioners) that it has secured financing acceptable to the County sufficient to complete the Development.

If any one or more of (a)-(e) above are not met, the County shall send written notice to the Grantee of the termination of this Agreement within fifteen (15) days following the date on which any one of the conditions are not met. Failure by the County to send notice

timely shall not affect the termination of this Agreement which shall be effective thirty (30) days following the date on which any one of the conditions in (a)-(e) above are not met.

Section 4. Development. The Grantee shall rehabilitate a 44,000 square foot facility for community health and wellness services. The Project will include a food bank, a senior center, child care center, and construction of a new 68,284 square foot state-of-the-art four story residential complex consisting of 92 one bedroom, one bathroom units of affordable housing.

The GOB Project will consist of installation of new piping, sidewalks, and semi-permanent road resurfacing ("Eligible Capital Costs"). Grantee expressly represents and agrees that the GOB Project serves a public purpose, is public infrastructure as required by the ballot question and Appendix A and that the Grant will be used to fund capital costs as required by the Constitution and the Laws of the State of Florida ("State").

The budget for the Development, which includes the projected GOB Project costs and funding sources, is attached as Exhibit D. If the Grantee wishes to revise the GOB Project or amend the GOB Budget for the purpose of completing the GOB Project and such revisions do not materially alter the original GOB Project or reduce the cost of the GOB Project in the budget by fifteen percent (15%) or less, the Grantee shall request in writing that the County Mayor review and approve such revisions. The County Mayor shall have thirty (30) days from the date the request was received to make a final determination. If the Grantee disagrees with the County Mayor's decision to reject the revision, the County Mayor shall present the revision to the Board if requested by the Grantee. Any material change in the GOB Project or change to the costs in the budget of more than fifteen percent (15%) shall require Board approval and shall result in a corresponding reduction in the amount of the Grant.

Section 5. Payment of Grant. The County has no obligation to pay the Grant to the Grantee except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section 5. The County shall reimburse the Grantee for Eligible Capital Costs incurred in connection with the GOB Project solely from legally available GOB bond and/or note proceeds. Eligible Capital Costs shall not include any costs incurred by the Grantee prior to July 9, 2019. The County shall not reimburse the Grantee for any Soft Costs that exceed twenty percent (20%) if LEED certified of the Grant. Soft Costs are defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules"). The County assumes no obligation to provide financial support of any type to the Grantee for the GOB Project in excess of the Grant amount. Cost overruns are the responsibility of the Grantee.

The County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement, the conditions precedent set forth in Section 3 herein have been met, including that the Certified Jobs have been created and maintained for 365 days and the Security (as such term is defined in Section 6 below) is delivered to the County. The County's reimbursement obligation is subject to and contingent upon the availability of funding solely from BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation required by this Agreement and the Administrative Rules to the Department of RER for reimbursement of all Eligible Capital

Costs. Provided this Agreement has not been terminated pursuant to Section 3 or Section 16 of this Agreement and all the conditions set forth in this Section 5 are met by the Grantee, the Grant shall be remitted by the County to the Grantee as a onetime reimbursement on a date that is no earlier than three hundred and sixty-five (365) days from the date the Development, inclusive of the GOB Project, is put into service. An administrative fee no more than one percent (1%) of the awarded Grant shall be deducted as defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules").

Section 6. Clawback. Prior to the disbursement of the Grant pursuant to Section 5, the Grantee shall provide an irrevocable letter of credit (or other similar collateral acceptable to the County) to the County, in a form acceptable to the County, in the amount of \$2,240,000.00 ("Security") and the Security shall remain in place and available to be drawn upon by the County until such date as all of the obligations set forth in Section 2 of this Agreement have been satisfied. Failure by the Grantee to provide the Security by such date shall terminate this Agreement pursuant to Section 3 of this Agreement. On the Job Certification Date, the Grantee shall certify that the Certified Jobs are in place and have been in place for three hundred and sixty-five (365) consecutive days as a condition to the County funding the Grant. On each subsequent Anniversary Date for four (4) additional years, the Grantee shall certify to the County the number of Certified Jobs that are in place. The Grantee's obligation to maintain the Certified Jobs will terminate on the fourth Anniversary Date.

Section 7. Reports. The Grantee shall also submit a written report to the County Mayor on or prior to September 30th of each year subsequent to the Effective Date and on each September 30th thereafter through the termination date of this Agreement, demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, is in compliance with this Agreement and is in compliance with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and/or accounting for the expenditure of the Grant funds be prepared by an independent certified public accountant selected by, and at the expense of, the Grantee.

If the Grantee fails to submit the required reports to the County on the dates as required above, the County Mayor may terminate this Agreement in accordance with Section 16. The County Mayor shall approve or reject all reports received from the Grantee within forty-five (45) days of receipt. Grantee shall have thirty (30) days to re-submit any reports that are rejected by the County Mayor.

Section 8. Program Monitoring; and Evaluation. The County Mayor may monitor and conduct an evaluation of the Grantee's operations related to the GOB Project and the Development, which may include visits by County representatives to: observe the GOB Project or Grantee's operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of the GOB Project. Upon request, the Grantee shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and GOB Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative

Rules or for other reasons which significantly impact the Grantee's ability to fulfill the conditions of this Grant award, the County Mayor shall provide to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, written notice of the County Mayor's concerns. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such written notice from the County Mayor, the County Mayor, at his or her discretion, may take other actions which may include reduction or rescission of the Grant award, or withholding the Grant until such time as the Grantee can demonstrate that such issues have been corrected. If the Grantee refuses or is unable to address the areas of concern, the County Mayor shall seek reimbursement of the Grant funds from the Grantee. The County Mayor may also institute a moratorium on applications from the Grantee for other County grant programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

Section 9. Accounting; Access to Records; and Audits. The Grantee shall maintain accurate and complete books and records for all receipts and expenditures of the Grant proceeds in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by the Grantee for at least three (3) years after the later of: the payment of the Grant by the County to the Grantee; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Grant, the Grantee and/or GOB Project or activities related to the Grant.

The County Mayor may examine all of the books, records and documents pertaining to the Grant at the Grantee's offices or other Grantee approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, related to the Grant and the GOB Project.

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

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

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid

specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from OIG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

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

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

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

Section 10. Publicity; Advertisements; and Naming Rights. It is understood and agreed that the GOB Project which is part of the overall Development is funded by the County through the Grant paid to the Grantee. Further, by acceptance of the Grant funds, the Grantee agrees that GOB Project shall recognize and adequately reference the County as a funding source by including the following credit line in all promotional marketing materials related to the GOB Project including, but not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, stationery, web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS GOB PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated above. The Grantee shall submit samples of mock-up of such publicity or materials to the County for review and approval. The Grantee shall ensure that all media representatives, when inquiring about the GOB Project(s) funded by the Agreement, are informed that the County is its funding source for the GOB Project.

In the event that any naming rights or advertisement space is offered on the GOB Project, the County's name, logo, and slogan shall appear on the GOB Project not less

than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board.

Section 11. Representations and Covenants of the Grantee. The Grantee, by acceptance and execution of this Agreement, represents and covenants that:

- (a) The Grantee is a corporation in good standing under the laws of the State.
- (b) This Agreement has been duly authorized by the governing body of the Grantee, and it has granted its President or designee, the required power and authority to execute and deliver this Agreement.
- (c) The Grantee covenants that the Development and the GOB Project will result in New Jobs and businesses as set forth in Exhibit A and that the GOB Project, serves a public purpose.
- (d) The Grantee owns or has legal control over the land on which the GOB Project will be built or ownership is vested in Miami-Dade County.
- (e) The Grantee covenants to (i) maintain the GOB Project or cause it to be maintained for a minimum of twenty-five (25) years from the date the GOB Project receives a Certificate of Occupancy, (ii) keep the GOB Project open safely and properly maintained for all Miami-Dade County residents; and (iii) allow all Miami-Dade County residents equal access and use of the GOB Project at no less favorable terms than those extended to all other County residents and tenants and business patrons of the overall Development. This provision shall survive the expiration of this Agreement.
- (f) The Grantee agrees to accept and comply with the Administrative Rules with respect to the Grant and the GOB Project. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules with respect to the Grant and the GOB Project to the County Mayor or County Mayor's designee.
- (g) The Grantee agrees to certify to the County the date on which construction is commenced and the date on which the Development receives a Certificate of Occupancy ("CO"). Such certification shall be provided to the County no later than thirty (30) days from the construction commencement date and the date of the CO, respectively.
- (h) Grantee agrees to the application of Section 2-11.16 of the County code, and to pay wages and rates in accordance with the requirements thereof, with respect to the GOB Project.
- (i) The Grantee agrees that is solely responsible for any cost overruns on the Development, including the GOB Project and that the County is not responsible for the funding of the Development, including the GOB Project, other than from the Grant pursuant to Section 5 of this Agreement.

Section 12. Representation of the County. The County, by acceptance and execution of this Agreement, represents and covenants that:

(a) The County is a political subdivision of the State duly created and validly existing under the Constitution and the laws of the State.

(b) The County has full legal right, power and authority to enter into and deliver this Agreement.

(c) The Agreement has been duly approved by the Board, as the governing body of the County, and it has granted the County Mayor or the County Mayor's designee, the requisite power and authority to execute and deliver this Agreement.

(d) The GOB Project and the creation of New Jobs upon the completion of the Development serve a public purpose and are in the best interest of the citizens of the County.

Section 13. Relationship of the Parties; Liability; and Indemnification. It is expressly understood and intended that the Grantee, as the recipient of the Grant funds, is not an agent, joint venturer, collaborator or partner of the County, the Board, the County Mayor and RER administering the Grant. For purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Development, including the GOB Project.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Development, including the GOB Project. The Grantee may subcontract as necessary to complete the Development, including entering into subcontracts with vendors for services and commodities, provided that the Grantee include in its agreements with each subcontractor that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee 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 construction and operation of the Development, including the GOB Project, and the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Grantee shall pay all claims and losses in connection with each and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee 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 in this Section and this Agreement.

Section 14. Assignment. The Grantee is not permitted to assign this Agreement in full or in part. Any purported assignment will render this Agreement null and void and result in the immediate rescission of the full amount of the Grant and its reimbursement by the Grantee of its full value to the County.

Section 15. Compliance with Laws. With regard to the GOB Project, it shall be a contractual obligation of the Grantee under this Agreement and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the GOB Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

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

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

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available

to representatives of the County. In addition, the Office of The Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that the contractor shall comply with all requirements of Section 2-1076 as provided in this Section 15, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access to such records as provided in this Agreement.

Section 16. Default and Opportunity to Cure; Remedies; Termination; and Other Grants.

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

(1) Grant funds are used by the Grantee at any time for costs that are ineligible for reimbursement pursuant to this Agreement, Appendix A and the laws of the State;

(2) The Grantee fails to maintain the Certified Jobs during and by any of the first four (4) Anniversary Dates as required by this Agreement such that more than ten percent (10%) of the Certified Jobs are no longer filled by any such Anniversary Date.

(3) The Grantee breaches any of the other covenants or provisions in this Agreement other than as referred to in Section 16(a)(1) and the Grantee fails to cure its default within forty-five (45) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the Grantee immediately commences and continues to diligently seek a cure.

(b) County Default. The County shall be in default if it breaches any of the covenants or provisions in this Agreement and the County fails to cure its default within forty-five (45) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the County immediately commences and continues to diligently seek a cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 16(a)(1), in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all Grant funds provided by the County pursuant to this Agreement for all expenses deemed ineligible for reimbursement by the County. Payment by the Grantee shall be by certified check made

payable to the Miami-Dade County Board of County Commissioners or drawn from the Security.

(2) Upon the occurrence of a default as provided in Section 16(a)(2), in addition to all of the other remedies conferred by this Agreement, the County may draw a percentage of the Security equal to the percentage of the number of Certified Jobs that are not filled¹ on such Anniversary Date.

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

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

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

(6) The parties are not precluded from seeking any other remedies not enumerated in this Section 16(c) that may be available under the law.

(d) Termination:

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

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

(3) Upon termination of this Agreement pursuant to Section 16(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(e) Other Grants. In the event the Grantee is required to repay the Grant to the County pursuant to Section 16(c)(1), the Grantee is not eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee repays the Grant to the County.

¹ i.e. \$100 (total amount of the collateral) times 20% (20 Certified Jobs out of a 100 are not filled) = \$20.

Section 17. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 18. Written Notices. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, Florida 33128

Grantee:
Wellspring Community Resources
Attn: Darvin Williams
16400 NW 2nd Ave., Suite 102
Opa-Locka, FL 33169

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

With a copy to:
The County Attorney,
111 NW 1 Street, Suite 2800
Miami, Florida 33128

Section 19. Captions. Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

Section 20. Contract Represents Total Agreement. This Agreement, and its attachments, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior

representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 21. Litigation Costs; Laws; and Venue. In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 22. Invalidity of Provisions; and Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 23. Insurance. The Grantee must maintain and shall furnish upon request to the County Mayor, certificates of insurance indicating that insurance has been obtained which meets the requirements as determined by the County's Risk Management.

The Grantee shall furnish to the Department of Regulatory and Economic Resources, Planning Research and Economic Analysis 111 N.W. 1st Street – Suite 1220 Miami, Florida 33128-1900, Certificate(s) of Insurance which indicate that insurance coverage for the GOB Project, other than work which has been completed, has been obtained which meets the requirements as outlined below:

(a) Worker's Compensation Insurance for all employees of the Grantee and the Contractor as required by Florida Statute 440.

(b) Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

(c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

(d) Professional Liability Insurance (if applicable) in the name of the licensed design professional employed by the contractor in an amount of not less than \$1,000,000.00.

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

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

or

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

Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligation under this section or under any other section of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Name:
Title:

Approved by County Attorney as
to form and legal sufficiency.

By: _____

GRANTEE: Wellspring Community
Resources, Inc.


Name: Darvin Williams
Title: President

Exhibit A

Economic Impact Analysis

[independent report that includes the new businesses and/or expanded businesses to be located in the area as well as the number of New Jobs to be created, description of the New Jobs and the salary for each one].

Economic Impact Analysis

Wellspring Community Complex

June 5, 2020

Project Information and Assumptions

An **economic impact simulation** predicts the *economic effects* of the ‘shocks’ occurring on the local economy caused by activities such as new business, project venture, government policy, environmental regulations and other changes. The following is an effort to forecast the possible economic impact of the **Wellspring Community Complex project**. This redevelopment project of the former Jackson hospital site owned by Miami-Dade County is developed by Wellspring Community Resources, Inc. - a nonprofit whose mission is to cover needs in health education, health services, and housing for underserved communities. According to the project details provided by - Wellspring Community Resources, Inc., a total investment of \$21.3 million will be made over two phases and the complex will create a total of 60 net new permanent jobs after the construction is completed-.

The following simulation was conducted using **REMI Policy Insight Plus** to forecast the economic impact of this project over the next 5 years. REMI Policy Insight Plus is a dynamic modeling software that incorporates different aspects of modeling approaches, which include input-output, general equilibrium, econometrics, and economic geography. The model is calibrated specifically to Miami-Dade County for policy analysis and forecasting and includes economic and demographic and policy variables so that any project or policy that affects the local economy can be tested. REMI is used by government agencies (including most U.S. state governments), consulting firms, nonprofit institutions, universities, and public utilities.

Some general simplifying assumptions have been made in order to employ the REMI model to estimate the possible economic impacts of this project. Using data provided by the organization, this study assumed the \$21.3 million investment will be made in the first two years (2020 and 2021). 60 new full-time equivalent jobs will be created after the two phases of construction are completed. The study forecast period spans from 2020 to 2024. (See Table 1)

Table 1: Investment and Job Creation by Year

Category	Units	2020	2021	2022	2023	2024
Investment	Millions	\$11.3	\$10.1	\$0.0	\$0.0	\$0.0
Permanent Jobs	Jobs	0	38	60	60	60

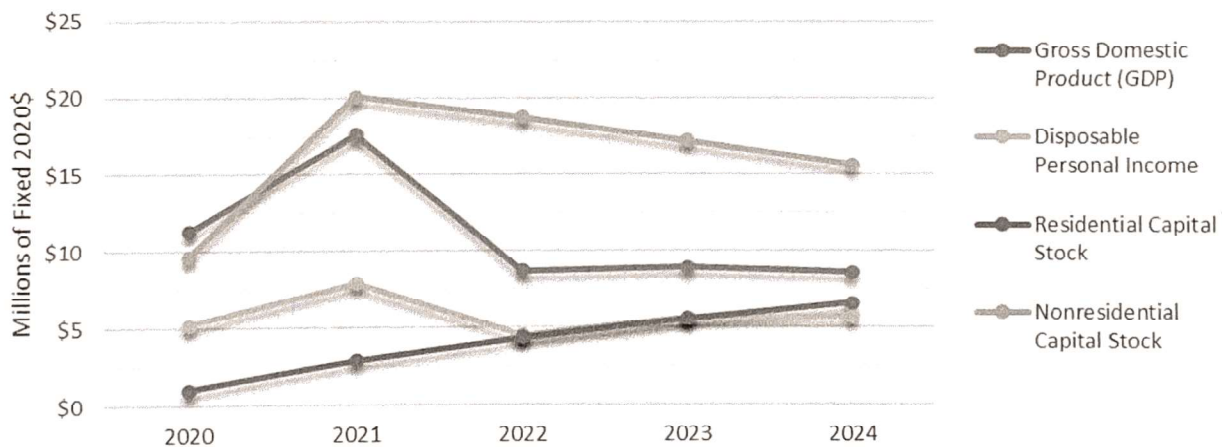
Economic Impact Analysis Result

The economic impact of this project can be measured by the changes from the baseline forecast in total employment, gross regional product, real disposable personal income, residential capital stock, and non-residential capital stock. The resulting values are expressed in millions of 2020 fixed dollars and summarized in Table 2.

Table 2: Economic Impact Summary

Category	Units	Construction		Operation		
		2020	2021	2022	2023	2024
Total Employment	Jobs	112	186	113	114	110
Gross Domestic Product (GDP)	Millions of Fixed 2020\$	\$11.3	\$17.6	\$8.7	\$8.9	\$8.6
Disposable Personal Income	Millions of Fixed 2020\$	\$5.2	\$7.9	\$4.5	\$5.6	\$5.7
Residential Capital Stock	Millions of Fixed 2020\$	\$1.0	\$2.9	\$4.3	\$5.6	\$6.6
Nonresidential Capital Stock	Millions of Fixed 2020\$	\$9.6	\$20.1	\$18.7	\$17.2	\$15.6

Chart 1: Summary of Impact By Year



Employment

AVERAGE ANNUAL INCREASE IN TOTAL EMPLOYMENT
112 JOBS/YEAR

In this study, employment includes both full-time and part-time jobs in Miami-Dade County. It includes the *direct jobs* created by the projects, the *indirect jobs* created by other businesses as a result of the needs of these projects, the *induced jobs* created by the expenditures of the direct and indirect employees, the *investment activity jobs* created to produce the needed capital goods for the projects, and *state and local employment* to support population growth and increased economic activity.

During the construction years of 2020 and 2021, REMI estimates the employment impact of this project would be 112 and 186 jobs, respectively. As this project rolls into the full operational phase in 2022, its impact

on employment would average 112 new jobs per year. These include the net new direct employees as well as all indirect and induced jobs resulting from these projects. (See Table 3 for details)

Employment Multiplier

TOTAL EMPLOYMENT MULTIPLIER
1.87

An employment multiplier measures the total employment impact a particular industry or business (stimulus) would have upon a region's economy. For example, a multiplier of 1.18 means for every 100 jobs created, an additional 18 indirect and induced jobs would be created. If a multiplier is less than 1, it means that competition and substitution effects will take place in the market where the project will be located. The result will be lower net new jobs than the jobs created by the proposed project onsite as the new business recruits employees away from competitors.

DIRECT IMPACT	60 AVG JOBS/YEAR
INDIRECT IMPACT	21 AVG JOBS/YEAR
INDUCED IMPACT	19 AVG JOBS/YEAR
INVESTMENT ACTIVITY	7 AVG JOBS/YEAR
STATE AND LOCAL	6 AVG JOBS/YEAR
TOTAL EMPLOYMENT IMPACT	112 AVG JOBS/YEAR

Direct employment impacts represent the number of net new jobs created by a particular industry or business (stimulus), which are job gains that may be partially offset by rivals and new market entrants in the local and nearby markets. In this case net new direct jobs will average 112 jobs per year. **Indirect employment impacts** are jobs created in the industries that supply, support, and service that particular industry or business. Wellspring Community Complex project will create average an additional 21 indirect jobs per year. **Induced employment impacts** signify additional jobs generated as a result of wages spent by employees of the direct and indirect jobs of the particular industry or business on the economy.

This project would induce the creation of 19 additional jobs, on average, per year. **Investment activity demand employment impacts** indicate jobs needed to satisfy demand for capital goods. Investment activity demand from this project will generate 7 new jobs per year on average. **State and local government employment impacts** are jobs created in the public sector to support all additional population growth and economic activities generated by that particular industry or business (stimulus). On average, 6 jobs per year would be created in the state and local public sectors. Therefore, the total average annual employment impact from the Wellspring Community Complex project, as shown in Table 3, will be 112 jobs per year.

Table 3: Total Employment Multiplier

Category	2022	2023	2024	Average
Direct Employment (stimulus)	60	60	60	60
Total Employment Impact	113	114	110	112
<i>Direct Impact (net new jobs)</i>	60	60	60	60
<i>Indirect Impact</i>	21	21	20	21
<i>Induced Impact</i>	17	21	20	19
<i>Investment Activity Demand Impact</i>	9	6	5	7
<i>State and Local Government Impact</i>	6	6	5	6
Total Employment Multiplier	1.88	1.90	1.83	1.87

As shown in Table 3, the average total employment multiplier of this project during the operational phase between 2022 and 2024, is 1.87. This means that, on average, for every 100 new direct job created by the project, 87 additional indirect, induced, investment and government jobs are created throughout the county's economy.

Gross Regional Product (GRP)

AVERAGE ANNUAL INCREASE IN GROSS REGIONAL PRODUCT
\$8.7 Million

Gross Regional Product (GRP) is analogous to the nation's Gross Domestic Product (GDP). It is the total value of all goods and services produced in a region. It can be used as a barometer to gauge a region's economic well-being. The GRP impact of this project is estimated to be \$28.9 million during the construction years of 2020 and 2021. From 2022 to 2024, the aggregate 3-year GRP impact would be \$26.2 million. For the 3-year operating time period, the average impact of the proposed projects on GRP

would be \$8.7 million per year.

Disposable Personal Income

AVERAGE INCREASE IN DISPOSABLE PERSONAL INCOME
\$5.3 Million

Disposable Personal Income (DPI) represents the after-tax income that can be spent or saved by income earners. According to REMI, the increase of total DPI in the county would be \$13.1 million during the two construction years. As the operational phase begins in 2022 through 2024, the aggregate economic impact of this project on DPI is estimated to be \$15.8 million. The average yearly impact of the proposed project on regional DPI would be \$5.3 million throughout the operational time period (2022-2024).

Capital Stock

AVERAGE ANNUAL INCREASE IN RESIDENTIAL CAPITAL STOCK
\$5.5 Million

Residential capital stock is the value of all residential capital (housing structures) in the region accumulated over time, net of depreciation. In the construction years of 2020 through 2021, this project's total impact on the residential capital stock would be \$3.9 million according to REMI. The impact would grow bigger over time because new residential stock would be needed to accommodate increasing population. On average, the impact on residential capital stock would be an

increase of \$5.5 million per year over the operational time frame (2022-2024), which would be 0.002% of total residential capital stock in Miami-Dade County.

AVERAGE ANNUAL INCREASE IN NON- RESIDENTIAL CAPITAL STOCK
\$17.2 Million

Non-residential capital stock is the value of all non-residential capital (non-housing structures) in the region accumulated over time, net of depreciation. REMI estimates this project's total impact on non-residential capital stock in the county at \$29.7 million during the construction years. The average impact on non-residential capital stock is projected to be an increase of \$17.2 million annually over the entire operational time period from 2022 to 2024, which accounts for 0.01% of total non-residential capital stock in Miami-Dade County.

Exhibit B
Hiring Plan

WELLSPRING COMMUNITY RESOURCES HIRING PLAN

PLAN With this Hiring Plan, Grantee shall comply with Section 2-1701 of the Code of Miami-Dade County, Florida ("County Code"), known as the Community Workforce Program, with a goal of having a minimum of 10% of the persons performing the construction trades and labor work for the Development be residents of Designated Target Areas (as such term is defined in Section 2-1701 of the County Code) and will aspire to have no less than seventy percent (70%) of the Certified Jobs shall be offered first to residents of the TUA and to the extent any positions remain unfilled, to residents of Miami-Dade County.

In addition to the aforementioned, Grantee shall partner with Florida Memorial University to develop and implement a job education and training program in the healthcare for the following positions: medical assistant, medical office assistant, biller and coder, healthcare administrator, and such other positions necessary in order to meet the job vacancy demands of the project. The goal of the job education program shall be to have a minimum of 10% of the persons participating in the program be residents of the TUA.

Grantee shall partner with CareerSource South Florida and the City of Opa-Locka to conduct an annual job fair. The first annual job fair shall commence no later than ninety days prior to the opening of Phase I of the project.

Grantee shall for the duration of this Agreement direct its Human Resources Department to reserve five percent of all entry level positions for employment by residents of the TUA. Shall a position remain unfilled for ninety days or more, Grantee may offer the vacant position to residents of Miami-Dade County. In addition Grantee shall also direct its Human Resources Department to provide preferential scoring in the hiring process to residents of the TUA and residents of Miami-Dade County, with residents of the TUA receiving the highest preferential scoring and resident not of the TUA but of Miami-Dade County, receiving secondary preference.

Wellspring Community Resources, Inc. Permanent Jobs: 38				
Service	Job	Quantity	Salary	Payroll
Primary Care	Physician	2	\$200,300.00	\$400,600.00
	Nurse Practitioner	2	\$106,146.00	\$212,292.00
	Medical Asst	4	\$31,200.00	\$124,800.00
	Admin Asst	2	\$31,200.00	\$62,400.00
Senior Center	Executive Director	1	\$50,000.00	\$50,000.00
	Support Staff	2	\$26,000.00	\$52,000.00
Childcare Center	Clinical Director	1	\$35,000.00	\$35,000.00
	Clinical Support	1	\$31,200.00	\$31,200.00
	Admin Support	2	\$26,000.00	\$52,000.00
Kitchen	Executive Chef	1	\$50,000.00	\$50,000.00
	Line Cook	1	\$35,000.00	\$35,000.00
	Support Team	2	\$26,000.00	\$52,000.00
Counseling Center	Executive Director	1	\$250,000.00	\$250,000.00
	Nurse Practitioner	1	\$106,146.00	\$106,146.00
	Admin Support	1	\$31,200.00	\$31,200.00
Pediatric Center	Pediatrician	1	\$196,605.00	\$196,605.00
	Medical Assitant	1	\$31,200.00	\$31,200.00
	Admin Assistant	1	\$31,200.00	\$31,200.00
Clinical Research	Clinical Facilitator	1	\$50,000.00	\$50,000.00
Pharmacy	Pharmacist	2	\$132,240.00	\$264,480.00
	Pharmacy Tech	2	\$31,200.00	\$62,400.00
Diagnostics	Phlebotomist	1	\$31,200.00	\$31,200.00
OB/GYN	Gynecologist	1	\$278,331.00	\$278,331.00
	Nurse Practitioner	1	\$106,146.00	\$106,146.00
	Executive Director	1	\$50,000.00	\$50,000.00
	Medical Asst	2	\$31,200.00	\$62,400.00
Total Number of Permanent Jobs		38	Total Annual Payroll	\$2,708,600.00

Exhibit C
Construction Schedule

Wellspring Community Resources, Inc. shall:

- 1 Commence construction of Phase I within 12 months from the effective date of the Lease
- 2 Commence construction of Phase II within 16 months from the effective date of the Lease
- 3 Complete construction of Phase I within 26 months from the effective date of the Lease
- 4 Complete construction of Phase II within 37 months from the effective date of the Lease

Exhibit D

Project Costs

[Shall include a breakdown of the Costs of the Project, including the GOB Project and the financing sources]

HARD COSTS

Item	Phase 1 Cost	Phase 2 Cost	Total Cost (Phase 1+Phase 2)
A Infrastructure	\$2,800,000.00	\$0.00	\$2,800,000.00
B Construction Costs	\$5,754,000.00	\$9,897,753.00	\$15,651,753.00
Total Hard Costs	\$8,554,000.00	\$9,897,753.00	\$18,451,753.00

SOFT COSTS & GENERAL COSTS

Item	Phase 1 Cost	Phase 2 Cost	Total Cost (Phase 1+Phase 2)
C Closing Costs- Acquisition	\$85,000.00	\$200,000.00	\$285,000.00
D Architectural & Engineering Fees	\$90,000.00	\$225,000.00	\$315,000.00
E Legal Services	\$75,000.00	\$40,000.00	\$115,000.00
F Consulting Fees	\$85,000.00	\$150,000.00	\$235,000.00
G Interest Reserve	\$250,000.00	\$450,000.00	\$700,000.00
H Real Estate Taxes	\$0.00		
I Soft Cost Contingency	\$150,000.00	\$250,000.00	\$400,000.00
J Impact Fees & Permits	\$0.00	\$0.00	\$0.00
K Owners Rep	\$95,000.00	\$150,000.00	\$245,000.00
L Developer Fee	\$450,000.00	\$1,000,000.00	\$1,450,000.00
M Administrative Expenses	\$180,000.00	\$225,000.00	\$405,000.00
Total Soft Costs	\$1,460,000.00	\$2,690,000.00	\$4,150,000.00
TOTAL PROJECT COSTS	\$10,014,000.00	\$12,587,753.00	\$22,601,753.00

EXHIBIT E
[To Be Placed On Company Letterhead]

Job Certificate

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Date Job Maintenance Period Began: _____

Date Job Maintenance Period Ends: _____

Reporting Period of this Certificate: _____

This Certificate must be completed to document both the number of Direct Jobs and the number of Indirect Jobs located at the GOB Project during the Reporting Period as required in the Building Better Communities Miami-Dade County Grant Agreement (the "Grant Agreement"). This page of the Job Certificate must be completed. Exhibit "E-1" to this Job Certificate must be based upon a report run from the Company's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit the Company's records supporting the information provided in this Job Certificate are set forth Section 9 of the Grant Agreement.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Company records and based upon the RT-6 filings with the State of Florida. (Please include a signature from a Vice President or higher ranking officer or, in the case of an LLC, a manager or managing member.)

Signature: _____

Print Name: _____

Title: _____

Exhibit "E-1"
to Job Certificate

Direct Jobs

The Grant Agreement contains a requirement that 38 New Jobs must be maintained during this Reporting Period. The Reporting Period will be satisfied once at least _____ hours (the "Hours Target") are worked during this Reporting Period.

Total hours worked during this
Reporting Period

Indirect Jobs

The Grant Agreement contains a requirement that, out of the New Jobs maintained at the GOB Project, _____ Indirect Jobs must be maintained during this Reporting Period (the "Indirect Jobs Requirement"). The Indirect Jobs Requirement will be satisfied once _____ hours (the "Hours Target") are worked during this Reporting Period and the average wage requirement for these jobs is satisfied.

Under Section 2 of the Grant Agreement, the average wage requirement ("Average Wage Requirement") for Indirect Jobs is calculated based upon the Hours Target. If more than the Hours Target are worked during this Reporting Period, Grantee may select which specific hours in excess of the Hours Target will be excluded when calculating compliance with the Average Wage Requirement for Certified Jobs.

Total hours worked during this
Reporting Period

(Lesser of (1) _____, or (2) _____
_____ total hours worked during this
Reporting Period)

Average hourly wages paid without
qualifying health benefits

\$ _____

Average hourly wages paid with
qualifying health benefits

\$ _____

Economic Impact Analysis

Wellspring Community Complex

June 5, 2020

Project Information and Assumptions

An ***economic impact simulation*** predicts the *economic effects* of the ‘shocks’ occurring on the local economy caused by activities such as new business, project venture, government policy, environmental regulations and other changes. The following is an effort to forecast the possible economic impact of the **Wellspring Community Complex project**. This redevelopment project of the former Jackson hospital site owned by Miami-Dade County is developed by Wellspring Community Resources, Inc. - a nonprofit whose mission is to cover needs in health education, health services, and housing for underserved communities. According to the project details provided by - Wellspring Community Resources, Inc., a total investment of \$21.3 million will be made over two phases and the complex will create a total of 60 net new permanent jobs after the construction is completed-.

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Some general simplifying assumptions have been made in order to employ the REMI model to estimate the possible economic impacts of this project. Using data provided by the organization, this study assumed the \$21.3 million investment will be made in the first two years (2020 and 2021). 60 new full-time equivalent jobs will be created after the two phases of construction are completed. The study forecast period spans from 2020 to 2024. (See Table 1)

Table 1: Investment and Job Creation by Year

Category	Units	2020	2021	2022	2023	2024
Investment	Millions	\$11.3	\$10.1	\$0.0	\$0.0	\$0.0
Permanent Jobs	Jobs	0	38	60	60	60

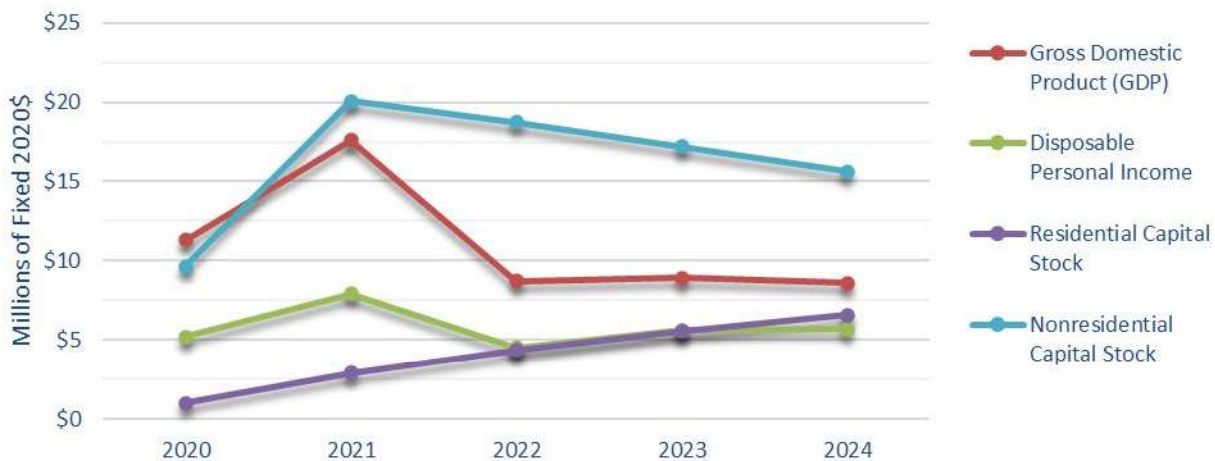
Economic Impact Analysis Result

The economic impact of this project can be measured by the changes from the baseline forecast in total employment, gross regional product, real disposable personal income, residential capital stock, and non-residential capital stock. The resulting values are expressed in millions of 2020 fixed dollars and summarized in Table 2.

Table 2: Economic Impact Summary

Category	Units	Construction		Operation		
		2020	2021	2022	2023	2024
Total Employment	Jobs	112	186	113	114	110
Gross Domestic Product (GDP)	Millions of Fixed 2020\$	\$11.3	\$17.6	\$8.7	\$8.9	\$8.6
Disposable Personal Income	Millions of Fixed 2020\$	\$5.2	\$7.9	\$4.5	\$5.6	\$5.7
Residential Capital Stock	Millions of Fixed 2020\$	\$1.0	\$2.9	\$4.3	\$5.6	\$6.6
Nonresidential Capital Stock	Millions of Fixed 2020\$	\$9.6	\$20.1	\$18.7	\$17.2	\$15.6

Chart 1: Summary of Impact By Year



Employment

AVERAGE ANNUAL
INCREASE IN TOTAL
EMPLOYMENT

112 JOBS/YEAR

In this study, employment includes both full-time and part-time jobs in Miami-Dade County. It includes the *direct jobs* created by the projects, the *indirect jobs* created by other businesses as a result of the needs of these projects, the *induced jobs* created by the expenditures of the direct and indirect employees, the *investment activity jobs* created to produce the needed capital goods for the projects, and *state and local employment* to support population growth and increased economic activity.

During the construction years of 2020 and 2021, REMI estimates the employment impact of this project would be 112 and 186 jobs, respectively. As this project rolls into the full operational phase in 2022, its

impact on employment would average 112 new jobs per year. These include the net new direct employees as well as all indirect and induced jobs resulting from these projects. (See Table 3 for details)

Employment Multiplier

TOTAL EMPLOYMENT MULTIPLIER
1.87

An employment multiplier measures the total employment impact a particular industry or business (stimulus) would have upon a region's economy. For example, a multiplier of 1.18 means for every 100 jobs created, an additional 18 indirect and induced jobs would be created. If a multiplier is less than 1, it means that competition and substitution effects will take place in the market where the project will be located. The result will be lower net new jobs than the jobs created by the proposed project onsite as the new business recruits employees away from competitors.

DIRECT IMPACT (net new jobs)	60 AVG JOBS/YEAR
INDIRECT IMPACT	21 AVG JOBS/YEAR
INDUCED IMPACT	19 AVG JOBS/YEAR
INVESTMENT ACTIVITY DEMAND IMPACT	7 AVG JOBS/YEAR
STATE AND LOCAL GOVERNMENT IMPACT	6 AVG JOBS/YEAR
TOTAL EMPLOYMENT IMPACT	112 AVG JOBS/YEAR

Direct employment impacts represent the number of net new jobs created by a particular industry or business (stimulus), which are job gains that may be partially offset by rivals and new market entrants in the local and nearby markets. In this case net new direct jobs will average 112 jobs per year. **Indirect employment impacts** are jobs created in the industries that supply, support, and service that particular industry or business. Wellspring Community Complex project will create average an additional 21 indirect jobs per year. **Induced employment impacts** signify additional jobs generated as a result of wages spent by employees

of the direct and indirect jobs of the particular industry or business on the economy. This project would induce the creation of 19 additional jobs, on average, per year. **Investment activity demand employment impacts** indicate jobs needed to satisfy demand for capital goods. Investment activity demand from this project will generate 7 new jobs per year on average. **State and local government employment impacts** are jobs created in the public sector to support all additional population growth and economic activities generated by that particular industry or business (stimulus). On average, 6 jobs per year would be created in the state and local public sectors. Therefore, the total average annual employment impact from the Wellspring Community Complex project, as shown in Table 3, will be 112 jobs per year.

Table 3: Total Employment Multiplier

Category	2022	2023	2024	Average
Direct Employment (stimulus)	60	60	60	60
Total Employment Impact	113	114	110	112
Direct Impact (net new jobs)	60	60	60	60
Indirect Impact	21	21	20	21
Induced Impact	17	21	20	19
Investment Activity Demand Impact	9	6	5	7
State and Local Government Impact	6	6	5	6
Total Employment Multiplier	1.88	1.90	1.83	1.87

As shown in Table 3, the average total employment multiplier of this project during the operational phase between 2022 and 2024, is 1.87. This means that, on average, for every 100 new direct job created by the project, 87 additional indirect, induced, investment and government jobs are created throughout the county's economy.

Gross Regional Product (GRP)

AVERAGE ANNUAL INCREASE IN GROSS REGIONAL PRODUCT

\$8.7 Million

Gross Regional Product (GRP) is analogous to the nation's Gross Domestic Product (GDP). It is the total value of all goods and services produced in a region. It can be used as a barometer to gauge a region's economic well-being. The GRP impact of this project is estimated to be \$28.9 million during the construction years of 2020 and 2021. From 2022 to 2024, the aggregate 3-year GRP impact would be \$26.2 million.

For the 3-year operating time period, the average impact of the proposed projects on GRP would be \$8.7 million per year.

Disposable Personal Income

AVERAGE INCREASE IN DISPOSABLE PERSONAL INCOME

\$5.3 Million

Disposable Personal Income (DPI) represents the after-tax income that can be spent or saved by income earners. According to REMI, the increase of total DPI in the county would be \$13.1 million during the two construction years. As the operational phase begins in 2022 through 2024, the aggregate economic impact of this project on DPI is estimated to be \$15.8 million. The average yearly impact of the proposed project on regional DPI would be \$5.3 million throughout the operational time period (2022-2024).

Capital Stock

AVERAGE ANNUAL INCREASE IN RESIDENTIAL CAPITAL STOCK

\$5.5 Million

Residential capital stock is the value of all residential capital (housing structures) in the region accumulated over time, net of depreciation. In the construction years of 2020 through 2021, this project's total impact on the residential capital

stock would be \$3.9 million according to REMI. The impact would grow bigger over time because new residential stock would be needed to accommodate increasing population. On average, the impact on residential capital stock would be an increase of \$5.5 million per year over the operational time frame (2022-2024), which would be 0.002% of total residential capital stock in Miami-Dade County.

AVERAGE ANNUAL INCREASE IN NON- RESIDENTIAL CAPITAL STOCK
\$17.2 Million

Non-residential capital stock is the value of all non-residential capital (non-housing structures) in the region accumulated over time, net of depreciation. REMI estimates this project’s total impact on non-residential capital stock in the county at \$29.7 million during the construction years. The average impact on non-residential capital stock is projected to be an increase of \$17.2 million annually over the entire operational time period from 2022 to 2024, which accounts for 0.01% of total non-residential capital stock in Miami-Dade County.