

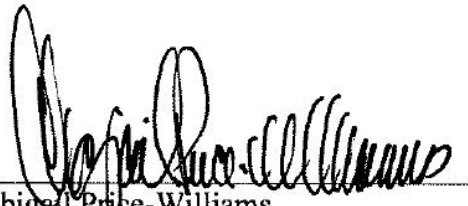
MEMORANDUM

Agenda Item No. 14(A)(22)

TO:	Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	DATE:	October 20, 2020
FROM:	Abigail Price-Williams County Attorney	SUBJECT:	Resolution authorizing the County Mayor to execute a new lease with Camillus House (Camillus), a Florida not for profit corporation for Verde Gardens commencing on October 1, 2020 and ending on June 29, 2026 for \$1.00 per year; authorizing the County Mayor to execute same and exercise provisions contained therein

Resolution No. R-1129-20

The accompanying resolution was prepared by the Miami-Dade Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: October 20, 2020

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Subject: Resolution Authorizing the County Mayor or Mayor's Designee to Execute a New Lease with Camillus House, Inc. a Florida Not for Profit Corporation for Verde Gardens Commencing on November 1, 2020 and Ending on June 29, 2026 for \$1.00 Per Year

Recommendation

It is recommended that the Board of County Commissioners authorize the County Mayor or Mayor's designee to execute a new lease with Camillus House, Inc., a Florida not for profit corporation for Verde Gardens commencing on November 1, 2020 and ending on June 29, 2026 for \$1.00 per year and authorize the County Mayor or Mayor's designee to exercise all provisions contained therein.

Scope

Verde Gardens, located at 12550 SW 282 Street in Homestead, is in Miami-Dade County Commission District 9, however, housing and services will be provided countywide.

Fiscal Impact/Funding Source

This item has no direct fiscal impact.

Track/Record/Monitor

The Homeless Trust (Trust) will be responsible for overseeing the lease and accompanying grants and/or agreements.

Background

The United States of America, through the Department of Health and Human Services (HHS), deeded to Miami-Dade County property consisting of approximately 84.16 acres of land on June 28, 1996. The quitclaim deed contains certain conditions and restrictions including a prohibition against the sale, lease, mortgage, encumbrance or other disposal of any portion of the property thereby conveyed or any interest therein without the consent of HHS. Per the quitclaim deed, use of the property is to serve the homeless.

On January 9, 2009, the county, through the Homeless Trust, entered into a Lease and Services Agreement with Carrfour Supportive Housing, Inc. Carrfour developed, operated and maintained 145 units of permanent supportive families together with an organic farm and produce nursery and farmer's market on approximately 52 acres which is currently known as Verde Gardens. On January 13, 2020, Carrfour notified the Homeless Trust that it would not renew its lease agreement and provide related services effective September 30, 2020. On January

13, 2020, the Homeless Trust made available a Request for Application (RFA) seeking a change in project sponsor for Verde Gardens. On July 13, 2020, a selection committee recommended Camillus as the new project sponsor. The recommendation was considered by the full Board of the Miami-Dade County Homeless Trust on Friday, July 31, 2020 and approved unanimously, and is before this Board today as a separate agenda item. As a result of Camillus being selected as the new project sponsor, Carrfour assigned its rights and Camillus assumed responsibilities under the lease and services agreement. With HHS' approval and consent the county entered into a temporary Amended and Restated Lease and Services Agreement with Camillus House effective October 1, 2020, which is set to terminate on October 31, 2020, until such time as a new lease agreement could be executed. No provisions of the lease have changed. The term of this new lease agreement shall be the same as the previous lease and run concurrently with the remainder of the thirty (30) year HHS-approved Agreement which commenced on June 28, 1996 and is set to end on June 29, 2026 if all deed terms are complied with. Rent shall be one dollar (\$1.00) per year.

Attachments

A handwritten signature in blue ink, appearing to read "M. Kemp", with a large, stylized flourish extending from the end of the signature.

Maurice L. Kemp, Deputy Mayor



MEMORANDUM (Revised)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(22)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(22)
10-20-20

RESOLUTION NO. R-1129-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A NEW LEASE WITH CAMILLUS HOUSE (CAMILLUS), A FLORIDA NOT FOR PROFIT CORPORATION FOR VERDE GARDENS COMMENCING ON NOVEMBER 1, 2020 AND ENDING ON JUNE 29, 2026 FOR \$1.00 PER YEAR; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE PROVISIONS CONTAINED THEREIN

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

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

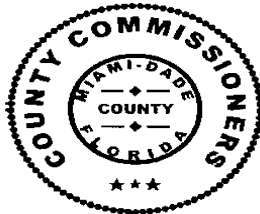
Section 1. Authorizes the County Mayor or Mayor's Designee to execute a new lease with Camillus House for Verde Gardens, commencing on November 1, 2020 and ending on June 29, 2026 for a \$1.00 per year in substantially the form attached hereto as Attachment A.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise provisions contained therein on behalf of the County. This Board further directs the County Mayor or County Mayor's designee to provide a copy of the lease to the Property Appraiser's Office in accordance with Resolution No. R-791-14.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** 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	absent
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 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.

Shannon D. Summerset-Williams

**LEASE AGREEMENT FOR VERDE GARDENS
BETWEEN THE MIAMI-DADE COUNTY HOMELESS TRUST AND CAMILLUS HOUSE, INC.**

THIS LEASE AGREEMENT made on the ____ day of _____, 20__ by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD", and CAMILLUS HOUSE, INC., a Florida not-for-profit corporation, hereinafter called the "TENANT".

RECITALS

1. The LANDLORD conditionally owns and has under its jurisdiction an 84.16-acre tract of real property located on the former Homestead Air Force Base (the "South Miami-Dade Homeless Housing Land"). Pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484[k]), as amended, and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11411, as amended) and regulations promulgated pursuant thereto at 45 C.F.R. part 12A (entitled "Disposal and Utilization of Surplus Real Property to Assist the Homeless"), the South Miami-Dade Homeless Housing Land was conveyed to Miami-Dade County by the United States of America, acting through the Secretary of Health and Human Services ("HHS") by Quitclaim deed dates June 28, 1996 and recorded July 25, 1996 in the Official Records of Dade County at ORB 17287, pages 4962-4981 (the "Quitclaim Deed"), as Attachment A.
2. On the date of the Quitclaim Deed, the South Miami-Dade Homeless Housing Land was vacant, unimproved land without water and sewer and other essential infrastructure.
3. In order to obtain transfer of the South Miami-Dade Homeless Housing Land to LANDLORD, THE LANDLORD submitted a program and plan for the delivery of housing and services to homeless persons to HHS, which HHS approved and incorporated into the Quitclaim Deed. Central to this approved program and plan as proposed by the LANDLORD in the May 2, 1994 application for use of the Underutilized Real Property and the May 19, 1995 Modified Application for Leasing of Properties (as modified from time to time, hereafter referred to as the "Approved Program and Plan") is the provision of the temporary and transitional housing and support services such as, but not limited to, needs assessments, medical assessment, counseling, benefits advocacy, education, job readiness and vocational training, drug and alcohol education and treatment, literacy training, family support and preservation services. The LANDLORD was approved by HHS to site, construct and operate temporary housing and support services on the South Miami-Dade Homeless Housing Land under the approved program and plan. Since the time of conveyance, the Miami-Dade County Homeless Trust developed both temporary and transitional housing on the approximately thirty-two (32) acres of property currently under lease to Chapman Partnership, Inc. and Camillus House, Inc.
4. In May 2008, at the request of the Miami-Dade County Homeless Trust, HHS granted the County permission to develop the remaining property as permanent supportive housing for homeless families, a farm and produce nursery, and a farmer's market to benefit homeless individuals.
5. The Quitclaim Deed, referenced in paragraphs 1-5, pages 3 and 4, contains, among other provisions, a condition subsequent which requires that for a period of thirty (30) years the South Miami-Dade Homeless Housing Land be used only for purposes in accordance with the Approved

Program and Plan. In the event of a breach of any of the said conditions subsequent, HHS may, at its option, have an immediate right to reentry on the subject property and cause a reversion of right, title and interest to the United States.

6. The Quitclaim Deed, as required by 45 C.F.R. Section 12.9(d), further provides that the LANDLORD may secure abrogation of the conditions subsequent set forth in paragraphs 1-5, pages 3 and 4, for all or any portion of the South Miami-Dade Homeless Housing Land by: (a) obtaining the consent of the United States, and (b) paying to the United States an amount which represents 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of any such abrogation, exclusive of the value of improvements made by the LANDLORD to the extent that they add to the value of that portion of the Property to be released, for each month of the thirty (30) year period to be abrogated.
7. On May 6, 2008, pursuant to Resolution No. 525-08, the Board of County Commissioners ("BCC") approved the issuance of a Request for Applications ("RFA") to enter into contracts and/or agreements with a development partner for approximately (52) acres of undeveloped land at the former Homestead Air Force Base. The Resolution also stated that a lease would be developed with the entity selected to develop the property and subsequently submitted to the BCC for their review and approval.
8. As a result of the RFA, Carrfour Supportive Housing, Inc. was selected as the development partner for this site. In 2009, the LANDLORD entered into a Lease Agreement and Services Agreement with Carrfour which subsequently developed, operated and maintained 145 units of permanent supportive housing, a farm and produce nursery and Farmer's Market for the benefit of homeless/formerly homeless persons.
9. In 2017, Carrfour secured the services of Redland Ahead, Inc. (Redland Ahead), a not-for-profit organization with expertise in sustainable and productive organic farms and nurseries to operate and manage the farm and produce nursery and Farmer's Market, hereafter referred to as the Verde Gardens Farm Component, in furtherance of the HHS approved Program and Plan. Subsequently, the LANDLORD entered into a direct Services Agreement with Redland Ahead for the maintenance, operation and improvement of the Farm Component, consistent with the allowable uses of such land pursuant to the Quitclaim Deed.
10. In January 2020, Carrfour notified the LANDLORD that it would not renew its agreement to operate and maintain the Verde Gardens complex effective September 30, 2020. Subsequently, the LANDLORD made available an RFA seeking a new project sponsor for Verde Gardens. Camillus House, Inc. was selected as the new TENANT.
11. On _____, 2020 the BCC adopted Resolution R-____-20 approving the selection of Camillus House, Inc. as the new service provider and tenant, approving the assignment of the Lease from Carrfour to Camillus House, Inc, and authorizing, with the consent of HHS, the execution of an Amended and Restated Lease Agreement for continued use of the property serving the homeless through October 31, 2020 when the county will have entered into a new Lease with Camillus House.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration and an annual payment of One Dollar (\$1.00) by the TENANT to the LANDLORD, the receipt and sufficiency of which and hereby acknowledged, the parties hereto agree as follows:

THIS LEASE AGREEMENT ("LEASE AGREEMENT") made on the _____ day of _____, 20____, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("LANDLORD"), and CAMILLUS HOUSE, INC. ("TENANT").

WITNESSETH:

That LANDLORD, for an in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from the LANDLORD the premises described as follows:

See Attachment A, which is incorporated herein by reference.

TO HAVE AND TO HOLD unto the said TENANT for a term that runs concurrently with the thirty (30) year HHS-approved agreement with the LANDLORD which commenced on June 28, 1996 and set to end on June 29, 2026 if all deed terms are complied with.

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

ARTICLE I

RECITALS

The above recitals are true and hereby constitute a part of this Lease Agreement.

ARTICLE II

PREMISES TO BE LEASED

The LANDLORD for and in consideration of the restriction and covenants herein contained, hereby leases to the TENANT, and the TENANT hereby agrees to lease from the LANDLORD, the Demised Premises consisting of fifty-two (52) acres of land known as Verde Gardens, which includes 145 units of Permanent Supportive Housing for formerly homeless households with main offices located at 12550 SW 282nd Street, Homestead, FL 33033.

See Attachment A, which is incorporated herein by reference.

ARTICLE III

TERM OF THE LEASE AGREEMENT

The term of this Lease Agreement shall run concurrently with the thirty (30) year HHS-approved Agreement which commenced on June 28, 1996 and is set to end on June 29, 2026 if all deed terms are complied with. Rent shall be one dollar (\$1.00) per year.

ARTICLE IV

CONDITION AND USE OF DEMISED PREMISES

TENANT shall have the full control, custody, right and use of the Demised Premises at all times. It is understood by TENANT that it is to use the Demised Premises for the express purposes of providing permanent supportive housing and various services consistent with the provisions of the Quitclaim Deed for the benefit of homeless persons. For purposes of the Lease Agreement the term "Homeless" shall be defined as such term is defined in 42 U.S.C. § 11302. Upon failure of the TENANT to use the Demised Premises in accordance with the approved uses as provided in the Lease Agreement and in the Quitclaim Deed, LANDLORD may terminate this Lease Agreement in accordance with Article XX of this Agreement. Upon termination, any improvements and all assets and property incorporated into such improvements other than personal property which is not permanently affixed to the Demised Premises will become the property of the LANDLORD.

ARTICLE V

ACKNOWLEDGEMENT OF DEED RESTRICTIONS

The TENANT acknowledges that the Demised Premises were conditionally conveyed to the LANDLORD by the Quitclaim Deed, which is Attachment A and incorporated herein by reference, pursuant to the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 251, et. seq., as amended), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the McKinney Vento Homeless Assistance Act (42 U.S.C. 11411, as amended), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12a. (referred to as the "Act" and the McKinney Act, respectively). TENANT and LANDLORD each covenant and agree not to take, cause to be taken, or omit to take, any action that could cause the United States of America to exercise its option to reenter the Demised Premises pursuant to its authority under the Quitclaim Deed, the Act, or the McKinney Act, and cause all right, title and interest therein to revert to the United State of America. This Agreement is expressly subject to all rights of the United State of America under the Quitclaim Deed and is expressly subject to the terms of the Quitclaim Deed, the Act, the McKinney Act and 45 C.F.R. Parts 12 and 12a.

During the period that the United States of America has a right of reversion pursuant to the terms of the Quitclaim Deed entered into by the Federal government and the Miami-Dade Homeless Trust recorded on July 25, 1996 in the Official Records of Dade County at ORB 17287, pages 4962-4981 (the "HHS Deed"), the following provisions shall apply:

The provisions of this Lease are subject and subordinate to the rights of the Federal government including, without limitation, the right of reversion contained in the HHS Deed. In the event of a conflict between this Lease and the HHS Deed, and the legal authorities referenced therein, the provisions of the HHS Deed, and the legal authorities referenced therein, shall control. The parties further acknowledge and agree that, upon the Federal government exercising its rights of reentry under the HHS Deed, the Federal government shall take the entire property free and clear of any liens or other encumbrances.

- A. Federal Government's Right of Unrestricted Access. Federal government has the right to enter and inspect the entire property upon two (2) days' notice except in the event of exigent circumstances, in which case such notice shall not be required.

- B. Use of Property. The use of the Property must conform to HHS's approved program (i.e., Title V of the McKinney-Vento Act programs) and must serve households and individuals that meet HHS's definition of homeless as defined at 42 U.S.C. § 11302.
- C. Insurance. HHS shall be named as an additional insured on all insurance procured by the TENANT and LANDLORD with respect to the Project.
- D. Indemnity. The TENANT and LANDLORD shall defend, indemnify, and save harmless HHS from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions, or proceeding arising from the acquisition, development and operation of the Lease and activities thereon.

ARTICLE VI

UTILITIES

Responsibility for the installation or costs of any utilities on the Demised Premises shall be delineated by the terms of the Services Agreement, which is Attachment B.

ARTICLE VII

MAINTENANCE

Responsibility for the costs of any maintenance of the Demised Premises shall be delineated by the terms of the Services Agreement.

ARTICLE VIII

IMPROVEMENTS BY TENANT

The TENANT may construct improvements on the Demised Premises, subject to the prior written approval of the LANDLORD and HHS; said approval shall not be unreasonably withheld. Responsibility for the cost and expense of such improvements shall be determined pursuant to the terms of the Services Agreement.

ARTICLE IX

LIENS

TENANT shall keep the Premises, the Buildings, and the Land free from any liens arising out of any work performed, material furnished, or obligations incurred by the TENANT.

ARTICLE X

TITLE TO IMPROVEMENTS

Title to all improvements to the Demised Premises and all assets and property incorporated into such improvements shall be conditionally vested in the LANDLORD. This Section applies during the term of the Lease Agreement and upon expiration, termination, or cancellation of this Lease Agreement. The LANDLORD shall have no liability or obligation to the TENANT'S contractors, subcontractors, and materialmen performing work on or supplying materials for any improvements. The TENANT warrants that no mortgage, liens or other encumbrances whatsoever will be placed against the Demised Premises

and any improvements by TENANT, unless expressly agreed to in writing by the LANDLORD and the United States of America.

ARTICLE XI
DESTRUCTION OF PREMISES

In the event improvements on the Demised Premises should be destroyed or damaged by fire, windstorm or other casualty to the extent that the improvements are rendered untenable or unfit for the purpose of the TENANT, TENANT shall provide LANDLORD with written notification within ninety (90) days following such destruction or damage. The extent of repair and whether to repair the improvements will be determined pursuant to the terms of the Services Agreement. TENANT and LANDLORD acknowledge that should the property cease to be used for the approved purposes for any reason, including the destruction of the premises, the United States of America may take all actions available to it including extending the period of restriction and reversion of the property.

ARTICLE XII
ASSIGNMENT

The TENANT shall not assign, sublet, transfer, mortgage, pledge or dispose of this Lease Agreement, without prior written approval of the LANDLORD, and the written approval of the United States of America.

ARTICLE XIII
INSURANCE

Insurance required by the LANDLORD to be maintained by the TENANT shall be governed by the terms of the Services Agreement.

ARTICLE XIV
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE XV
LANDLORD'S RIGHT OF ENTRY

The LANDLORD, or any of its agents, shall have the right to enter onto the Demised Premises and all improvements thereon during all reasonable working hours to examine the same, or to make such additions, inspections, or alternations as deemed necessary. Such periodic inspections may also aid in determining whether the TENANT is operating the Demised Premises and improvements thereon in compliance with the terms and provisions of this Lease Agreement. Additionally, in the event of an

emergency, as determined at the discretion of the LANDLORD, the LANDLORD shall have the right to enter the Demised Premises and improvements thereon at any time.

ARTICLE XVI
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of the Deed and this Lease Agreement, the LANDLORD agrees that the TENANT shall and may peaceably have, hold and enjoy the above described Demised Premises, without hindrance or interruption of the LANDLORD.

ARTICLE XVII
INDEMNIFICATION AND HOLD HARMLESS

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

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its employees, contractors, licensees and/or invitees subject to all limitations of Section 786.28, Florida Statutes.

ARTICLE XVIII
SUCCESSORS INTEREST

ARTICLE XIX
TERMINATION

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

- A. Except as expressly permitted by the Agreement, the TENANT voluntarily or involuntarily assigns the Lease Agreement without prior written approval of the LANDLORD and the United States of America as required; or
- B. The United States of America exercises its Right of Reentry pursuant to the Quitclaim Deed, requiring title to the Demised Premises to revert back to the United States of American; or
- C. Termination of the Services Agreement.

The LANDLORD shall have the right to terminate this Lease Agreement after a thirty (30) day prior written notice is sent by registered or certified mail to the TENANT of the occurrence of any one or more of the following, unless the same shall have been corrected within such prior (or if same cannot be corrected within such period, TENANT has failed to commence such corrective action and to thereafter diligently prosecute same to completion in accordance with a schedule approved by the LANDLORD), except as otherwise provided for in this Lease Agreement:

- A. In the even the TENANT shall abandon or vacate the Demised Premises before the end of the term of this Lease Agreement, or discontinue operations hereunder or under the Services Agreement for a period of thirty (30) consecutive days or more; or
- B. In the event that the Demised Premises are used by the TENANT for any purpose other than as permitted by this Lease Agreement; or
- C. In the event that improvements on the Demised Premises are destroyed or damaged and the LANDLORD and TENANT elect not to repair or rebuild improvements on the Demised Premise as provided in Article XI above; or
- D. In the event that the TENANT fails to perform any covenant or this Lease Agreement or the Services Agreement; or
- E. In the event that the TENANT failed to perform any covenant or any agreement or contract between the LANDLORD and TENANT, including but not limited to, the Services Agreement or non-performance of any covenant of this Lease Agreement; or

Notwithstanding any provision to the contrary herein, in the event the TENANT violates this Lease Agreement and/or the Services Agreement and such a violation results in a defect in the Demised Premises that poses a substantial risk of injury to persons or damage to property, the LANDLORD may terminate this Lease Agreement upon the provision of written notice to the TENANT under the procedures provided in the Services Agreement.

This Lease Agreement shall be subject to termination by the TENANT in the event of a non-performance by the LANDLORD of any covenant or agreement herein or in any other agreement or contract between LANDLORD and TENANT required to be performed by the LANDLORD and the failure of the LANDLORD to remedy same within a reasonable period of time, but in no event less than thirty (30) days following receipt of written notice from the TENANT of such default.

ARTICLE XX
UNITED STATES' ASSERTION OF RIGHT OF REENTRY AND REVERTER

In the event that the United States asserts its right of reentry pursuant to the Quitclaim Deed to cease all rights, title and interest in all or a portion of the South Miami-Dade Homeless Housing Land to revert to the United States, then the following shall occur:

1. The LANDLORD shall provide the TENANT with written notice within three (3) business days of such assertion by the United States by providing to the TENANT copies of all notices and all other communications from the United States.
2. The LANDLORD and the TENANT, separately or jointly, shall take all immediate, necessary and appropriate steps to identify the cause of and cure the breach(es) underlying the United States' assertion of right to reentry and reverter;
3. If the United States' assertion of its rights of reentry and reverter is due to violation(s) of conditions subsequently numbered 1, 2, 3, 4 and 5 of the Quitclaim Deed ("Conditions Subsequent"), then the LANDLORD may at its sole discretion seek abrogation of such conditions by seeking and obtaining the consent of the United States. If the United States grants consent to abrogate, the abrogation payment shall be paid to the United States as follows:
 - (i) In the event of a violation of the Condition Subsequent by the TENANT, then the TENANT shall promptly make the necessary abrogation payment; and
 - (ii) In the event of a violation of the Conditions Subsequent by the LANDLORD, then the LANDLORD shall promptly make or cause to be made the necessary abrogation payment.

ARTICLE XXI NOTICES

It is understood and agreed between the parties that written notice shall be addressed and sent by hand, certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows, or as may be changed from time to time:

LANDLORD:

Executive Director
Miami-Dade County Homeless Trust
111 NW 1st Street, Suite 2710
Miami, FL 33128

TENANT:

Executive Director
Camillus House, Inc.
1603 NW 7th Avenue
Miami, FL 33136

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

required by law. Notice shall be effective either upon receipt or five (5) days after mailing, whichever occurs first.

ARTICLE XXII
PERMITS, REGULATIONS AND LICENSING
COMPLIANCE WITH LAWS

The TENANT covenants and agrees that during the term of the Lease Agreement the TENANT will obtain, at its sole cost and expense, all permits and approvals from applicable governmental authorities necessary for the use and operation of the Demised Premises, and that all uses of the Demised Premises will be in conformance with all applicable law, ordinances and resolutions, if any. The Board of County Commissioners and/or properly authorized officials of Miami-Dade County retain the right to exercise their discretion to disapprove permits and approvals in connection with the facilities and such disapproval shall not constitute a breach of this Lease Agreement or any obligation of the LANDLORD. The TENANT shall have in place continuously and throughout the term of this Lease Agreement all required licensing by the State of Florida or federal departments or agencies of the United States for the specific use as set forth in the Lease Agreement. Failure of the TENANT to secure all necessary approvals and permits and to maintain at all times required licensing shall entitle the LANDLORD to place TENANT in default of same if not corrected within applicable grace periods.

ARTICLE XXII
FEDERAL STATE AND COUNTY LAWS,
REGULATIONS AND REQUIREMENTS

The TENANT agrees that during the term of this Lease Agreement services to be provided on the Demised Premises shall only benefit those individuals who meet the definition of homeless contained in 42 U.S.C. 11302.

The TENANT shall comply with all applicable standards, orders or regulations issues pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857, et. seq., as amended); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended); Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (CFR Title 40); and Executive Order 11783.

ARTICLE XXIV
NON-DISCRIMINATION

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

Assurance of Compliance with Section 504 of the Rehabilitation Act – The TENANT shall report its compliance with Section 504 of the Rehabilitation Act 29 U.S.C. 794, whenever requested by the LANDLORD.

Civil Rights –TENANT agrees to abide by Chapter 11A of the Code of Miami-Dade County (“County Code”), as amended, which prohibits discrimination in employment, housing and public accommodations where applicable; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. 2000d, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act. 49 U.S.C. 1612, as amended; and Fair Housing Act, 42 U.S.C. 3601 et seq. It is expressly related to the TENANT is found by the responsible enforcement agency, the Courts or the County to be in violation of these act, the County will conduct no further business with the TENANT and the TENANT will be considered to be in default under this Agreement.

ARTICLE XXV

WRITTEN AGREEMENT

The Lease Agreement may be modified substantively only by resolution approved by the Miami-Dade Board of County Commissioners, approval of the TENANT and, approval of the United States of America, Department of Health and Human Services. Non-substantive amendment to this Lease Agreement, as determined by the LANDLORD’s Attorney, may be approved by and LANDLORD with the approval of the TENANT, and, approval of the United States of America, Department of Health and Human Services. The Services Agreement, which is Attachment B, which may be amended upon mutual consent of the parties by the Mayor or Mayor’s designee, shall be incorporated into, and be considered a part of, this Lease Agreement.

ARTICLE XXVI

MISCELLANEOUS

Governing Law. This Lease Agreement shall be construed and governed in accordance with the laws of the State of Florida.

Headings and Titles. The brief headings or titles preceding each provision are merely for purposes of identification, convenience, and ease of reference, and will be completely, disregarded in the construction of the Lease Agreement.

Severability. If any section, subsection, sentence, clause or provision of the Lease Agreement is held to be illegal or invalid, same shall be given its nearest legal meaning or be construed as deleted, and the remainder of this Least Agreement shall not be affected thereby.

Effective Date. The Lease Agreement will be effective as provided in Article III, upon the approval hereof by the United States of America and proper execution by all parties hereto.

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

LANDLORD:

MIAMI-DADE COUNTY

OFFICIAL SEAL

ATTEST

By: _____
Deputy Clerk

Date

By: _____
Name: _____
Title: _____

TENANT:

CAMILLUS HOUSE, INC.
A Florida Not-for-Profit Corporation

By: _____
Name: _____
Title: _____

WITNESSES:

NAME: _____
(PRINT)

NAME: _____
(SIGNATURE)

NAME: _____
(PRINT)

NAME: _____
(SIGNATURE)

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REC.

Contract No. 04-FL-2167

76R327558 1996 JUL 25

QUITCLAIM DEED

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c) (3) of the Internal Revenue Code of 1986.
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and

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

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

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

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

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

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

- a. Obtaining the consent of the Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

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

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

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

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

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

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

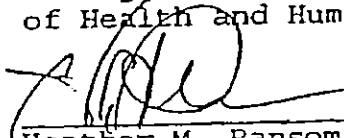
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disability, or death, of the Grantee, or of the Grantee's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, handling, storage, use, release,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

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

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

By:

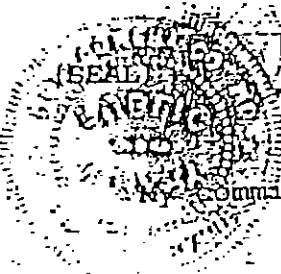

Heather M. Ransom
Director
Division of Property Management
Administrative Operations Service
Program Support Center

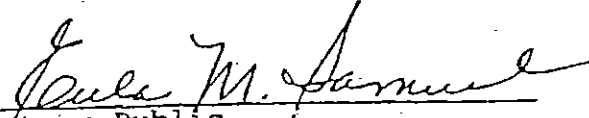
ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

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

Witness my hand and official seal.




Notary Public

My Commission expires

March 10, 1999

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ACCEPTANCE

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

By

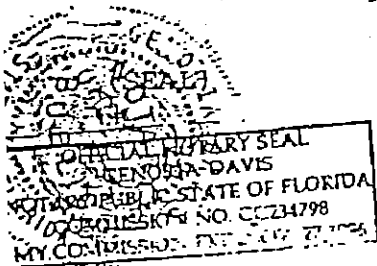
[Signature]

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Dade) SS

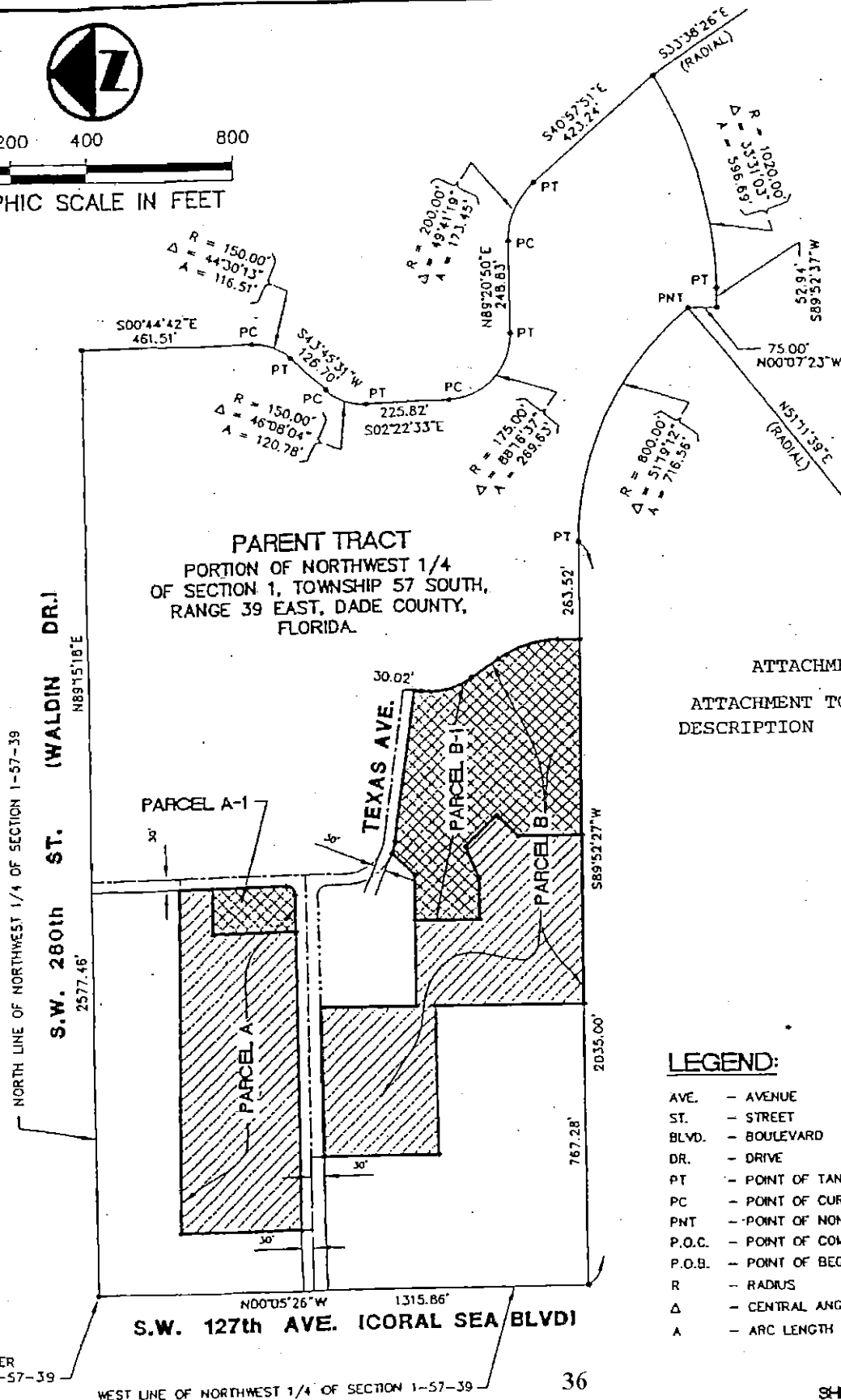
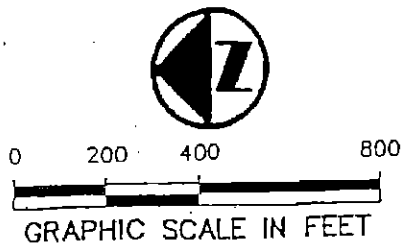
On this 25th day of July, 1996, before me, a Notary Public in and for the City of Miami, County of Dade, State of Florida, personally appeared Armando Vidal, P.E., known to me to be the County Manager, Metropolitan Dade County, and known to me to be the person who executed the foregoing instrument on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

Witness my hand and official seal.



Genora Davis
Notary Public

My commission expires 11/27/96



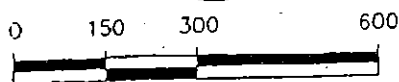
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

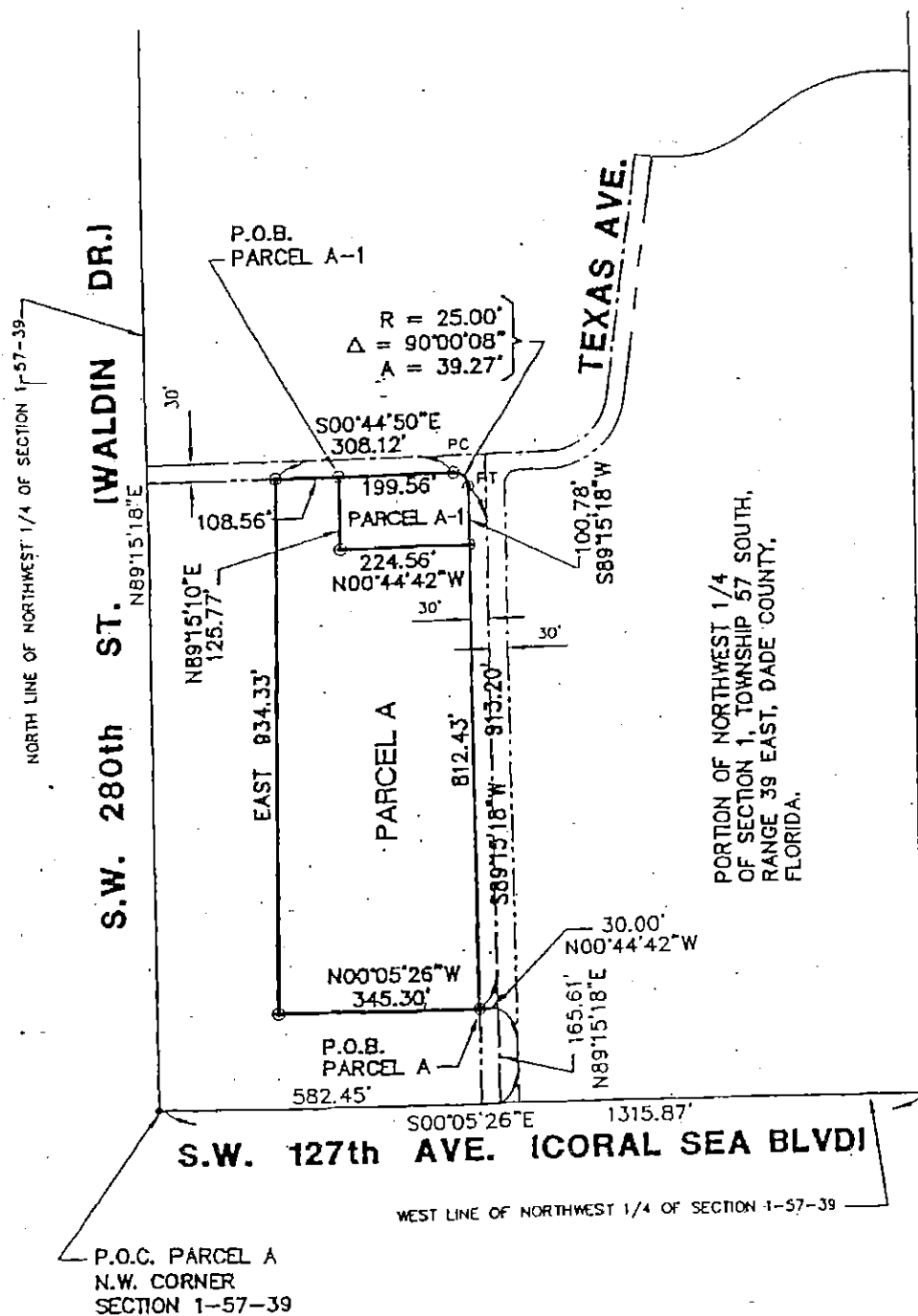
**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DATE: 12-16-86
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SHEET 1 OF 5



GRAPHIC SCALE IN FEET



LEGEND:

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

37

SHEET 2 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

LEGAL DESCRIPTION

PARCEL A

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

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

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

LEGAL DESCRIPTION

PARCEL A-1

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

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

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

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SHEET 3 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

METATHERAPY INSTITUTE, INC.
TRANSITIONAL HOMELESS SITE

SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SURVEYOR'S NOTES:

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

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

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

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

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

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

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



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METATHERAPY INSTITUTE, INC.
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SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

SURVEYOR'S CERTIFICATE:

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

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

BY: _____

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

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



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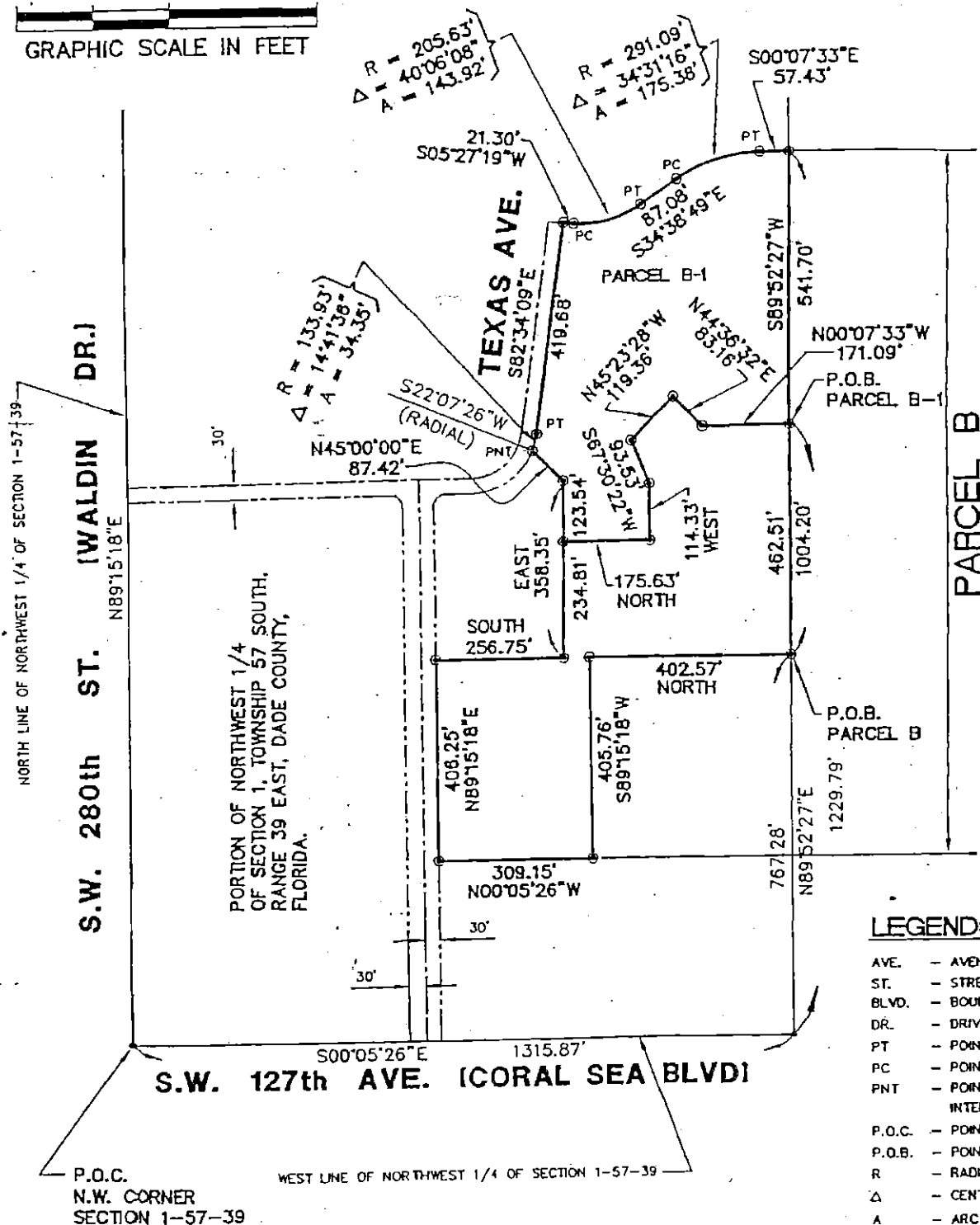
SKETCH TO ACCOMPANY

DATE: 12-16-96
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DRAWN: J. SENAS
CHECKED: D.W. DEANS



0 150 300 600

GRAPHIC SCALE IN FEET



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SKETCH TO ACCOMPANY

DATE: 12-16-96
DESIGNED: E. POUSADA
DRAWN: J. SENAS
CHECKED: D.W. DEANS

LEGAL DESCRIPTION

PARCEL B

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

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

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

LEGAL DESCRIPTION

PARCEL B-1

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

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

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SHEET 3 OF 5



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SKETCH TO ACCOMPANY

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CHECKED: D.W. DEANS

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

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

SURVEYOR'S NOTES:

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

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SHEET 4 OF 5



2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
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METATHERAPY INSTITUTE, INC.
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SHEET 5 OF 5



2001 N.W. 107th AVE.
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**SKETCH TO ACCOMPANY
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Exhibit B

Metathery Institute: Homestead Air Reserve Base Transitional Housing for Families and Individuals Time-Line

- PHASE I- 34 FAMILY UNITS, 16 UNITS FOR INDIVIDUALS-anticipated completion- November, 1999*
- PHASE II- 6 FAMILY UNITS-anticipated completion-June, 2000**
- PHASE III- 10 FAMILY UNITS, 85 UNITS FOR INDIVIDUALS-anticipated completion-December, 2001**

*Phase is funded
**Funding needs to be identified

Metathery Institute: Homestead Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line

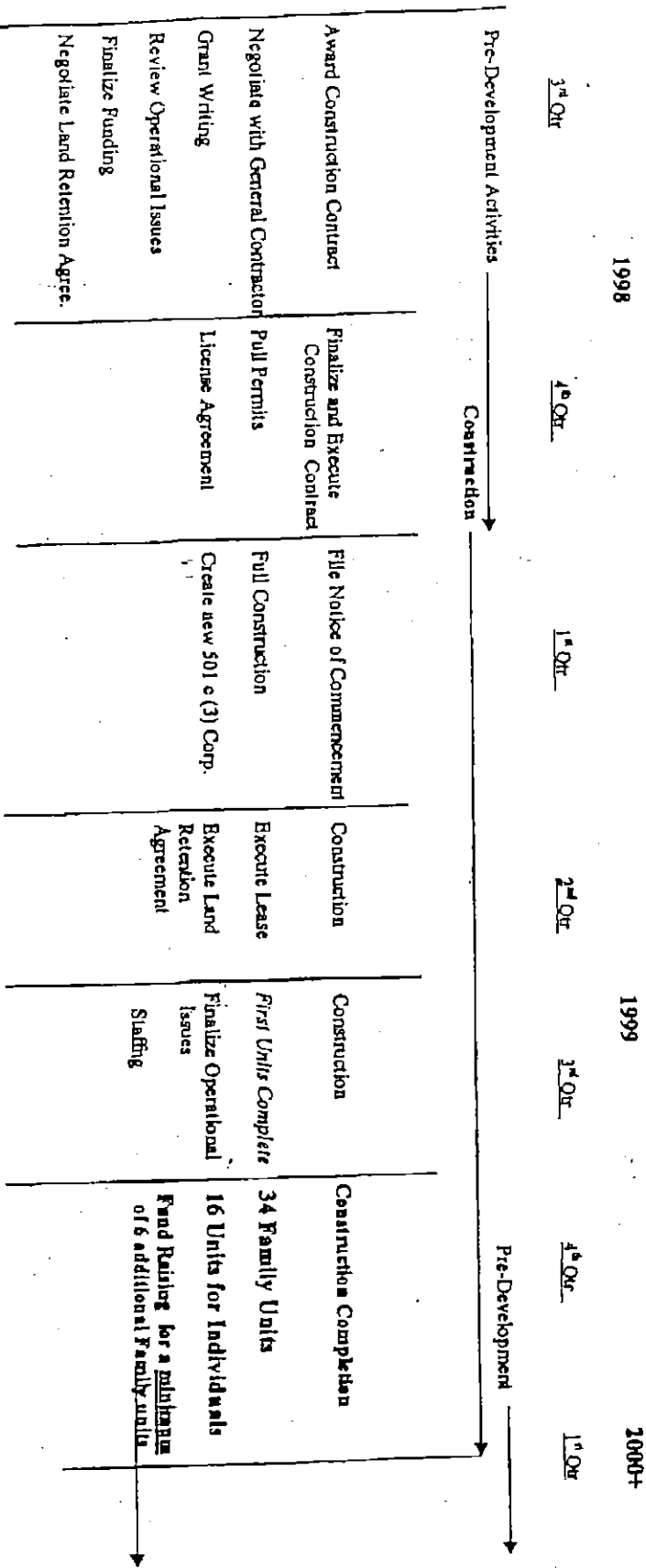
1997 1998

1st QTR 2nd QTR 3rd QTR 4th QTR 1st QTR 2nd QTR

Pre-Development Activities

Development Consultant Retained	Architect/Engineer Retained	Spatial Programming	Grant Writing: *Fl. Housing Corp.	Grant Writing: *Home Funds *CDBG	Grant Writing
Grant Writing: *Super Nofa	Grant Writing: CDBG V.A.	Operational Programming	Fund Raising	Construction Documents *Bidding Information	Identify Long Lead Items
Fund Raising	Fund Raising: *Federal Home Bank Board *Community National Bank	Site Plan Development	Finalize Programming	Land Conveyance	Finalize Lease
CPH		Lease Development	Land Conveyance	Planting	Land Use & Zoning completed
Zoning		Grant Writing	Land Use Issues	Water & Sewer Agreement	Pre-Bid Meetings
Land Use Review	Zoning Issues	Planting Process	Zoning Hearings	Contracts with OCED	Contracts with OCED
	Environmental Clearance		Complete Drawings	Permitting	Permitting
			Begin Permitting		Advertise & Bid

McLathery Institute: Homesite at Air Reserve Base
Transitional Housing for Families and Individuals
Time-Line



NOTICE OF HAZARDOUS SUBSTANCES

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

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

Hazardous Waste Accumulation in Parcel 6

Facility	Waste Stored	Estimated Annual Quantity	Hazardous Waste Activity	Program Status
Accumulation Points (90-day storage)				
990	Photo - fixer (medical X-ray)	2,400 gallons	Silver Recovered	RCRA
	Xylene and alcohol	100 gallons	Disposed off-base	

hazardous Substances Stored on AFB 6

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used*
31 MEDICAL GROUP/UROLOGY (2)			
PH Germicidal Detergent	Not Listed	Not Recorded	0.5 kg
Formalin	Not Listed	Not Recorded	0.5 kg
Sporicidin	6840-01-122-0687	Not Recorded	0.5 kg
31 MEDICAL GROUP/PHARMACY/SGHP (2)			
Methotrexate Sodium Injection	6505-01-020-2367	Not Recorded	0.5 kg
Acetic Acid, Glacial	6505-00-100-2470	Not Recorded	0.5 kg
Methanol	6505-00-133-9920	Not Recorded	0.5 kg
31 MEDICAL GROUP/ANES/SURGERY DEPT. (2)			
Betadine Scrub	6505-00-994-7224	20 gal	76 kg
Betadine Solution	6505-00-754-0374	20 gal	76 kg
Isorane	6505-01-017-4658	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-299-8095	10 gal	38 kg
Porta-Cut Culture Tube	6515-43-058-6652	Not Recorded	0.5 kg
Ebideans	6505-01-053-8620	Not Recorded	0.5 kg
Formalin	6550-01-807-401	Not Recorded	0.5 kg
Isfithane	6505-00-105-0109	1250 cc	1.3 kg
Instrument Lubricant	6515-31-015-3662	Not Recorded	0.5 kg
Sporicidin	6840-01-122-0687	Not Recorded	0.5 kg
Extal LPH	6840-10-147-1662	Not Recorded	0.5 kg
Isorane	6810-00-F00-8335	Not Recorded	0.5 kg
H Germicidal Detergent	6840-01-057-5462	Not Recorded	0.5 kg
Isorane	6505-01-117-9832	2000 cc	2 kg
1 MEDICAL GROUP/OB/GYN CLINIC			
Isorane	6505-01-117-9832	Not Recorded	0.5 kg
Isorane	6505-01-017-3094	Not Recorded	0.5 kg
Isorane	6505-00-313-7123	Not Recorded	0.5 kg
Isorane	6810-00-F00-8335	Not Recorded	0.5 kg
Isorane	7930-00-804-0014	Not Recorded	0.5 kg
Isorane	7930-00-769-0720	Not Recorded	0.5 kg
Isorane	6810-00-F00-8334	Not Recorded	0.5 kg
1 MEDICAL GROUP/MEDICAL X-RAY			
Isorane	7930-00-721-8592	Not Recorded	0.5 kg
Isorane	6255-00-F00-6339	Not Recorded	0.5 kg
Isorane	6850-00-F00-1019	Not Recorded	0.5 kg
Isorane	6850-00-F00-1020	Not Recorded	0.5 kg
Isorane	6850-00-F00-1028	Not Recorded	0.5 kg
Isorane	6520-00-F00-6082	Not Recorded	0.5 kg
Isorane	6525-00-F00-1016	Not Recorded	0.5 kg
Isorane	6525-00-F00-1015	Not Recorded	0.5 kg
Isorane	6850-00-F00-1018	Not Recorded	0.5 kg
Isorane	6525-00-F00-1014	Not Recorded	0.5 kg
Isorane	6840-01-057-5462	Not Recorded	0.5 kg

Hazardous Substances Stored on Par 6

Product	National Stock Number	Estimated Annual Quantity Used	Estimated Annual Kilograms Used
31 MEDICAL GROUP/MEDICAL LABORATORY (1) (2)			
Acetone	6810-00-184-4796	6000 ml	6 kg
Acetic Acid	6505-00-100-2470	120 ml	0.1 kg
Ammonium Hydroxide	6810-00-065-3142	Not Recorded	0.5 kg
Formaldehyde	6810-00-069-2958	0.32 gal	1.2 kg
Hydrochloric Acid	6810-01-217-4310	500 ml	0.5 kg
Isopropanol	6810-00-227-0410	10 ml	0.01 kg
Xylene	6810-00-290-4166	120 ml	0.1 kg
31 MEDICAL GROUP/BIOMEDICAL MAINTENANCE (2)			
Aerosol Cleaner	7510-00-616-9588	2 cans	1 kg
Adhesive	8040-00-843-0802	16 ounces	0.5 kg
Acetone	6810-00-753-4780	0.5 gal	2 kg
Paint - Enamel Black Spray	8010-00-079-3752	2 cans	1 kg
Aircraft Grease	9150-00-944-8953	1 can	0.5 kg
Lubricant Spray	Not Listed	2 cans	1 kg
Liquid Desolter	6850-00-F00-6424	10 quarts	10 kg
Cleaner, X-Ray Processor	Not Listed	Not Recorded	0.5 kg
Cleaning Compound, Solvent	6850-00-105-3084	Not Recorded	0.5 kg
Contact Cleaner	6850-00-N00-0520	Not Recorded	0.5 kg
Detergent - General Purpose	7820-00-926-5280	25 gal	95 kg
Hydraulic Fluid	Not Listed	Not Recorded	0.5 kg
Hydrogen Peroxide	6505-00-153-8480	Not Recorded	0.5 kg
Isopropyl Alcohol	6505-00-655-8366	Not Recorded	0.5 kg
Leak Test Compound	6850-00-621-1820	1 bottle	0.5 kg
Clear Adhesive	8040-00-270-8150	6 tubes	3 kg
Lubricant/Oil	Not Listed	Not Recorded	0.5 kg
Paint Thinner	8010-00-F00-5702	Not Recorded	0.5 kg
Penetrating Oil	9150-00-261-7899	Not Recorded	0.5 kg
Propane Fuel	6830-00-584-3041	Not Recorded	0.5 kg
Dry Cleaner	Not Listed	Not Recorded	0.5 kg
Sealing Compound	8030-00-599-7753	10 tubes	4.5 kg
Silicone Compound	6850-00-927-9461	6 cans	3 kg
Silicone Compound	6850-00-880-7616	8 cans	4 kg
Solder Lead free	Not Listed	5 lbs	2.3 kg
Sterilizer Solution	Not Listed	Not Recorded	0.5 kg
Tin Alloy Solder	3439-00-824-9856	5 lbs	2.3 kg

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

OFF. 17287049/5
REC.

Hazardous Substances Stored on Parcel 6

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

Assumptions

- For many items, quantities were recorded as non-weight or volume measurements, such as bottles, kits, tubes, etc. There were also many items for which no quantity was recorded. For the purposes of determining the weights on kilograms for the 40 CFR 373 threshold amounts, the following assumptions were made:
 - All non-weight measurements (except kits) were assumed to equal one pound (i.e., one tube - one pound, one bottle = one pound, etc.).
 - All liquid measures were assumed to have specific gravity of 1.
 - Petroleum, fuels and oils are not hazardous substances.
 - All "not recorded" amounts were assumed to equal one pound.
 - All kits were assumed to contain two (2) 1-gallon containers.

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

CFR = Code of Federal Regulation

NL = Not Listed

1.0 PURPOSE OF THE ENVIRONMENTAL BASELINE SURVEY

1.1 INTRODUCTION

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

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

The EBS helps the Air Force to:

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

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

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

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

- Category 1: Property where the records search, visual site inspection, and interviews identified no storage, release, or disposal of hazardous substances or petroleum products or their derivatives (including no migration of these substances from adjacent areas).
- Category 2: Property where only storage of hazardous substances or petroleum products or their derivatives has occurred (but no release, disposal, or migration from adjacent areas has occurred). This category also includes locations where only household and/or office chemicals were stored or used.
- Category 3: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action.
- Category 4: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, and all remedial actions necessary to protect human health and the environment have been taken.
- Category 5: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, removal and/or remedial actions are under way, but all required remedial actions have not yet been taken.
- Category 6: Property where storage, release, disposal, and/or migration of hazardous substances or petroleum (or its derivatives) has occurred, but required response actions have not yet been implemented.
- Category 7: Properties that have not been evaluated or require additional evaluation.

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



011-1128114910
REC.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

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

April 22, 1996

4WD-FPB

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

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

Dear Mr. Rivero:

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

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

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

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

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

EXHIBIT "C

the proposed re . (homeless center) of this area of the Parcel.

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

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

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

Sincerely,


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

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

OFF. 17287PC4980
REC.

ENVIRONMENTAL CONDITION REPORT

CERTIFICATION:

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

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

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

THE UNITED STATES AIR FORCE:


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

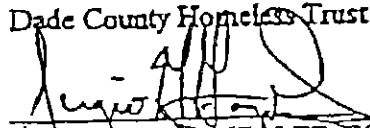
DATE: 1/22/96

REVIEW AND AGREEMENT:

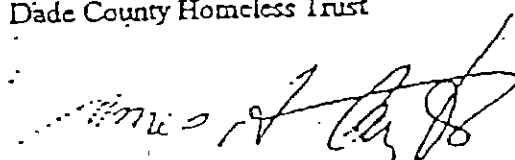
I have reviewed and agree that the descriptions and information contained in the Environmental Baseline survey and the supplemental Environmental Baseline Survey, within the limits of their methodology, correctly describe the agreed environmental condition of the deeded premises.

TRANSFeree:

Dade County Homeless Trust


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

DATE: 1/22/96

 DERM

REF 1728714961

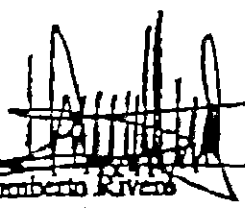
Physical Condition Report

Homeless Air Force Base, Florida

On 22 January, 1996, Mr. Sergio M. Gonzalez, Executive Director, Dade County Homeless Trust, Humberto Rivero, Site Manager, Air Force Base Conversion Agency, Brian Brown, Real Estate Specialist, Air Force Base Conversion Agency, inspected the physical condition of the Homeless Parcel being transferred through the U.S. Department of Health and Human Services to Dade County Homeless Trust, Parcel #5 according to the Air Force Base Conversion Agency Parcelization Map and the Homeless Record of Decision signed by the Air Force on 26 October, 1994.

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


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


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


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



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
BUNNIE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: pulice@x.netcom.com • CERTIFICATE OF AUTHORIZATION #BJ3870



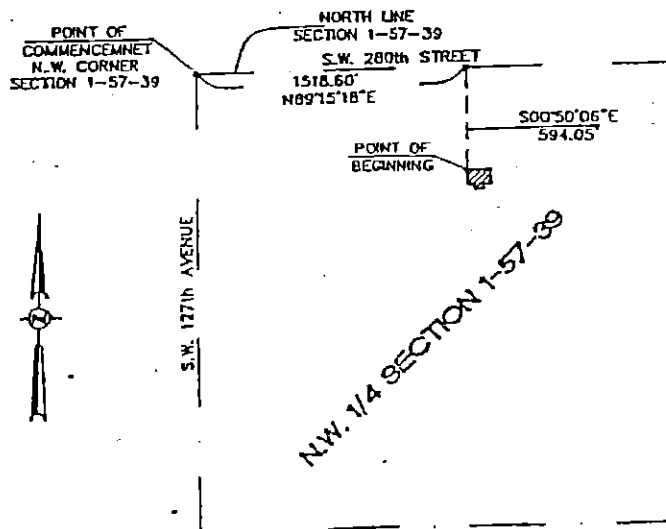
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:
A PORTION OF SECTION 1, TOWNSHIP 57 SOUTH, RANGE 39 EAST,
DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE
RUN NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE
NORTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 1518.60 FEET
TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06
SECONDS EAST FOR A DISTANCE OF 594.05 FEET TO THE POINT OF
BEGINNING; THENCE RUN NORTH 89 DEGREES 09 MINUTES 54
SECONDS EAST FOR A DISTANCE OF 128.95 FEET TO A POINT;
THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06 SECONDS EAST FOR
A DISTANCE OF 84.10 FEET TO A POINT; THENCE RUN SOUTH 89
DEGREES 09 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 39.80
FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 50 MINUTES 06
SECONDS EAST FOR A DISTANCE OF 27.50 FEET TO A POINT;
THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54 SECONDS WEST FOR
A DISTANCE OF 49.35 FEET TO A POINT; THENCE RUN NORTH 00
DEGREES 50 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 27.50
FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 09 MINUTES 54
SECONDS WEST FOR A DISTANCE OF 39.80 FEET TO A POINT;
THENCE RUN NORTH 00 DEGREES 50 MINUTES 06 SECONDS WEST FOR
A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING.
(CONTAINING: 12,202 SQUARE FEET)

NOTES:

1) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1-57-39 BEING N89°15'18"E.



LOCATION MAP
NOT TO SCALE

FILE: COMMUNITY PARTNERSHIP

SCALE: N/A

ORDER NO: 38144

SURVEY DATE: JULY 2, 1998

LAND LEASE

IT

FOR: COMMUNITY PARTNERSHIP

58

Michael C. Flynn
John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Michael Charles Flynn, Reg. Land Surveyor #3281, State of Florida
Jay Keri, Reg. Land Surveyor #5721, State of Florida

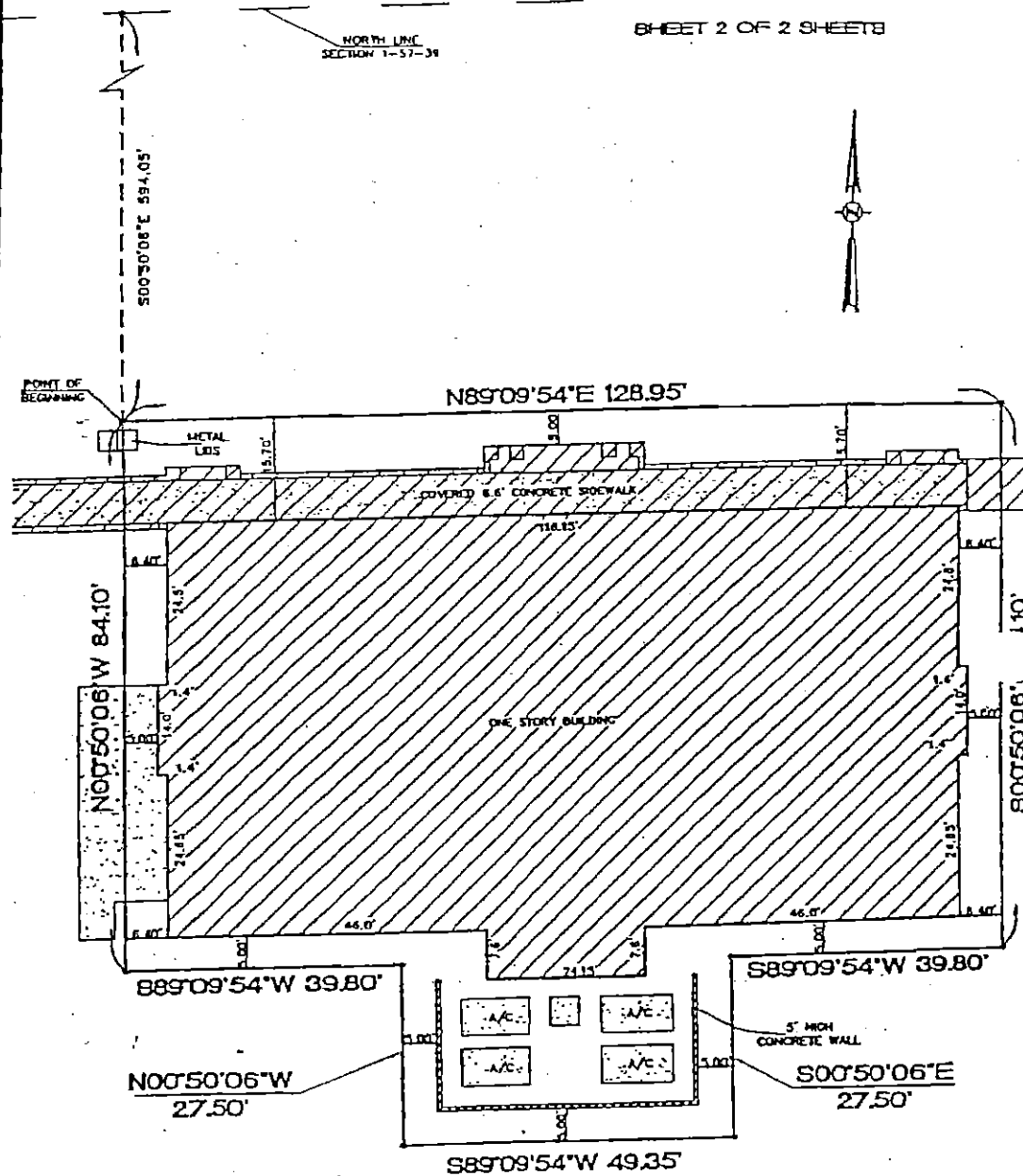


SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5351 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: pulice@ix.netcom.com • CERTIFICATE OF AUTHORIZATION #LB3870



SHEET 2 OF 2 SHEETS



FILE: COMMUNITY PARTNERSHIP

SCALE: 1" = 20'

ORDER NO.: 36144

SURVEY DATE: JULY 2, 1998

LAND LEASE

FOR: COMMUNITY PARTNERSHIP

60

John F. Pulice
John F. Pulice, Reg. Land Surveyor #2681, State of Florida
Michael Charles Flynn, Reg. Land Surveyor #3281, State of Florida
Joy Karl, Reg. Land Surveyor #5721, State of Florida

OFF. 17287PC4982
REC.

This instrument was prepared by:
Name: Jerry B. Proctor
Address: Eckert Seamans Cherin & Mellott
701 Brickell Avenue, Suite 1850
Miami, Florida 33131

Space Reserved for Clerk

DECLARATION OF RESTRICTIONS

NOW ALL BY THESE PRESENTS that the undersigned, as Owner(s) of the following described real property (the "Property"), lying, being and situated in Dade County, Florida, and legally described as:

See attached Exhibit "A"

IN ORDER TO ASSURE the *Board of County Commissioners* of Dade County, Florida that the representations made to them by the Owner during consideration of Public Hearing No. 96-122 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That the Property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by Chisholm Architects entitled, "Homeless Assistance Center No. 2" dated the 24th day of May, 1996, said plan being on file with the Dade County Department of Planning, Development and Regulation, and by reference made a part of this agreement.
- (2) That in the development of the project, residential uses be limited to no more than three hundred (300) beds to serve persons in the Homeless Assistance Center ("HAC") and no more than two hundred (200) transitional housing units.
- (3) That in the development of the property, the Dade County Department of Planning, Development and Regulation has affirmed that the plans described in condition (1) above and the terms of this Declaration of Restrictions comply with Dade County's Comprehensive Development Master Plan ("CDMP"). Any modifications prior to development must obtain written approval of continued compliance from the Dade County Department of Planning, Development and Regulation.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Dade County Department of Planning, Development and Regulation or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded in the public records of Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Dade County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner or a majority of the owners of all of the Property provided that the same is also approved by the Board of County Commissioners or the Zoning Appeals Board of Metropolitan Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration be so modified, amended or released, the Director of the Dade County Department of Planning, Development and Regulation or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit, pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Department of Planning, Development and Regulation to Withhold Permits and Inspections. In the event payments or improvements are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Dade County Department of Planning, Development and Regulation is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment or Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Dade County, Florida at the cost of the Owner following the adoption by the Dade County Board of County Commissioners of a resolution approving the Application.

Declaration of Restrictions
Page 4

Signed, sealed, executed and acknowledged this 25 day of July, 1996

METROPOLITAN DADE COUNTY, FLORIDA

By: [Signature]
For Armando Vidal, County Manager

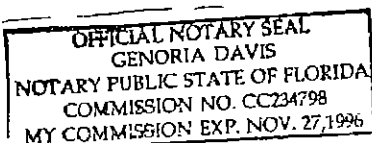
Witnessed by:

Print Name: GERRI FLUGRATH
[Signature]

Print Name: Barbara M. Golphid
[Signature]

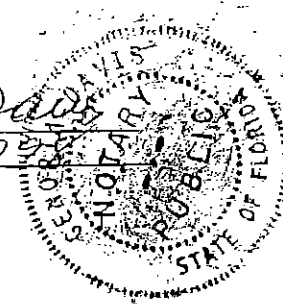
STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25th day of July, 1996, by Armando Vidal, County Manager, Metropolitan Dade County, Florida who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



My Commission Expires: 11/27/96

Name: Genoria Davis
Commission No.: CC 234798
Notary Public
State of Florida at Large



SUBJECT PROPERTY: EXHIBIT "A": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 1,129.07' to a point; thence run S0°45'1"E for a distance of 122.05' to the Point of beginning #3; thence run N89°15'18"E for a distance of 887.79' to a point; thence run S0°48'10"E for a distance of 340.58' to a Point of curvature of a circular curve concave to the east; thence run S/ly along the arc of said curve, having a radius of 103', through a central angle of 46°5'21" for an arc distance of 82.85' to a Point of tangency; thence run S46°53'31"E for a distance of 242.32' to a point; thence run S42°59'51"W for a distance of 265.14' to a point; thence run N46°48'35"W for a distance of 74.42' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 138.6', through a central angle of 35°45'22" for an arc distance of 86.5' to a Point of tangency; thence run N82°33'58"W for a distance of 717.19' to a point; thence run S34°19'30"W for a distance of 121.29' to a point; thence run S89°15'18"W for a distance of 354.91' to a point; thence run N0°45'1"W for a distance of 626.14' to a point; thence run N89°15'18"E for a distance of 353.4' to a point; thence run N0°45'1"W for a distance of 56.26' to the Point of beginning.

AND:

EXHIBIT "B": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northwest corner of the NW ¼ of said Section 1; thence S0°5'26"E along the centerline of Coral Sea Boulevard and the west line of said NW ¼ of Section 1 for 85' to a Point of intersection with a line lying 85' S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW ¼ of said Section 1; thence N89°15'18"E along said parallel line for 75' to the Point of beginning #1; thence continue N89°15'18"E for a distance of 1,054.07' to a point; thence run S0°45'1"E for a distance of 178.31' to a point; thence run S89°15'18"W for a distance of 353.4' to a point; thence run S0°45'1"E for a distance of 626.14' to a point; thence run N89°15'18"E for a distance of 354.91' to a point; thence run N89°15'18"E for a distance of 354.91' to a point; thence run N34°19'30"E for a distance of 121.29' to a point; thence run S82°33'58"E for a distance of 717.19' to a Point of curvature of a curve concave to the Southwest; thence run SE/ly along the arc of said curve, having a radius of 138.6', through a central angle of 35°45'22", for an arc distance of 86.5' to a Point of tangency; thence run S46°48'35"E for a distance of 126.89' to a Point of curvature of a circular curve concave to the Southwest; thence run S/ly along the arc of said curve, having a radius of 148.3' through a central angle of 46°49'12" for an arc distance of 123.39' to a Point of tangency; thence run S11°43'30"E for a distance of 83.77' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve,

EXHIBIT "A"

1 of 4

having a radius of 151', through a central angle of $46^{\circ}49'12''$, for an arc distance of 123.39' to a Point of tangency; thence run $S35^{\circ}5'42''W$ for a distance of 70.19' to a point on the arc of a circular curve concave to the south, the center of which bears $S3^{\circ}9'36''W$ from said point; thence run W/ly along the arc of said curve, having a radius of 818', through a central angle of $3^{\circ}15'2''$, for an arc distance of 46.41' to a Point of tangency; thence run $S89^{\circ}54'34''W$ for a distance of 1,962.74' to a point; thence run $N0^{\circ}5'26''W$ along the east right-of-way line of S.W. 127th Avenue for a distance of 1,243.32' to the Point of beginning.

AND:

Commence at the Northwest corner of the NW $\frac{1}{4}$ of said Section 1; thence $S0^{\circ}5'26''E$ along the centerline of Coral Sea Boulevard and the west line of said NW $\frac{1}{4}$ of Section 1 for 85' to a Point of intersection with a line lying $85'$ S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW $\frac{1}{4}$ of said Section 1; thence $N89^{\circ}15'18''E$ along said parallel line for 1,054.07' to the Point of beginning #2; thence continue $N89^{\circ}15'18''E$ for a distance of 1,402.49' to a point; thence run $S0^{\circ}44'42''E$ for a distance of 409.88' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve, having a radius of 87.5', through a central angle of $44^{\circ}32'45''$ for an arc distance of 68.03' to a Point of tangency; thence run $S43^{\circ}48'3''W$ for a distance of 126.8' to a Point of curvature of a circular curve concave to the Southeast; thence run SW/ly along the arc of said curve, having a radius of 215', through a central angle of $45^{\circ}10'56''$ for an arc distance of 169.54' to a Point of tangency; thence run $S1^{\circ}22'53''E$ for a distance of 69.63' to a point on the arc of a circular curve concave to the north, the center of which bears $N0^{\circ}31'49''E$ from said point; thence run W/ly along the arc of said curve, having a radius of 131', through a central angle of $42^{\circ}34'40''$ for an arc distance of 97.35' to a Point of tangency; thence run $N46^{\circ}53'31''W$ for a distance of 304.78' to a Point of curvature of a circular curve concave to the Northeast; thence run N/ly along the arc of said curve, having a radius of 103', through a central angle of $46^{\circ}5'21''$ for an arc distance of 82.85' to a Point of tangency; thence run $N0^{\circ}48'10''W$ for a distance of 340.58' to a point; thence run $S89^{\circ}15'18''W$ for a distance of 887.79' to a point; thence run $N0^{\circ}45'1''W$ for a distance of 122.05' to the Point of beginning.

AND:

EXHIBIT "C": A parcel of land being a portion of the HOMESTEAD AIR RESERVE BASE MILITARY RESERVATION lying in Section 1, Township 57 South, Range 39 East and being more particularly described as follows:-

Commence at the Northwest corner of the NW $\frac{1}{4}$ of said Section 1; thence $S0^{\circ}5'26''E$ along the centerline of Coral Sea Boulevard and the west line of said NW $\frac{1}{4}$ of Section 1 for 85' to a Point of intersection with a line lying $85'$ S/ly of, as measured at right angles to and parallel with the centerline of Waldin Drive and the north line of the NW $\frac{1}{4}$ of said Section 1; thence $N89^{\circ}15'18''E$ along said parallel line for 2,531.56' to a point; thence run $S0^{\circ}44'42''E$ for a distance of 409.88' to a Point of curvature of a circular curve concave to the west; thence run S/ly along the arc of said curve, having a radius of 87.5', through a central angle of $44^{\circ}32'45''$, for an arc distance of 68.03' to a Point of tangency; thence run $S43^{\circ}48'3''W$ for a distance of 126.8' to a Point of curvature of a circular curve concave to the Southeast; thence run SW/ly along the arc

of said curve, having a radius of 215', through a central angle of $45^{\circ}10'56''$, for an arc distance of 169.54' to a Point of tangency; thence run $S1^{\circ}22'53''E$ for a distance of 69.63' to the Point of beginning #4; thence continue $S1^{\circ}22'53''E$ for a distance of 146.12' to a Point of curvature of a circular curve concave to the Northeast; thence run SE/ly along the arc of said curve, having a radius of 219.5', through a central angle of $89^{\circ}16'21''$, for an arc distance of 342' to a Point of tangency; thence run $N89^{\circ}20'46''E$ for a distance of 229.07' to a Point of curvature of a circular curve concave to the Southwest; thence run SE/ly along the arc of said curve, having a radius of 223', through a central angle of $49^{\circ}41'24''$, for an arc distance of 193.4' to a Point of tangency; thence run $S40^{\circ}57'50''E$ for a distance of 317.86' to a point; thence run $S49^{\circ}2'10''W$ for a distance of 469.81' to a point; thence run $N40^{\circ}57'50''W$ for a distance of 285.06' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 818', through a central angle of $45^{\circ}52'34''$ for an arc distance of 654.96' to a Point of non-tangency; thence run $N35^{\circ}5'42''E$ for a distance of 70.19' to a Point of curvature of a circular curve concave to the west; thence run N/ly along the arc of said curve, having a radius of 151', through a central angle of $46^{\circ}49'12''$ for an arc distance of 123.39' to a Point of tangency; thence run $N11^{\circ}43'30''W$ for a distance of 83.77' to a Point of curvature of a circular curve concave to the Southwest; thence run NW/ly along the arc of said curve, having a radius of 148.3', through a central angle of $46^{\circ}49'12''$, for an arc distance of 123.39' to a Point of tangency; thence run $N46^{\circ}48'35''W$ for a distance of 52.47' to a point; thence run $N42^{\circ}59'51''E$ for a distance of 265.14' to a point; thence run $S46^{\circ}53'31''E$ for a distance of 62.46' to a Point of curvature of a circular curve, concave to the north; thence run E/ly along the arc of said curve, having a radius of 131', through a central angle of $42^{\circ}34'40''$, for an arc distance of 97.35' to the Point of beginning.

LOCATION: South of theoretical S.W. 280 Street and north of theoretical S.W. 286 Street from theoretical S.W. 127 Avenue to theoretical S.W. 120 Avenue, Dade County, Florida.

SIZE OF PROPERTY: 75.5 Acres

AU (Agricultural - Residential)
BU-1A (Business - Limited)
RU-4L (Limited Apartment House 23 units/net acre)
IU-1 (Industry- Light)

LESS:

3 of 4

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 37 SOUTH, RANGE 38 EAST, DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1; THENCE NORTH 89 DEGREES 15 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1 FOR 2577.46 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 42 SECONDS EAST FOR 481.31 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES 30 MINUTES 13 SECONDS FOR 116.31 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43 DEGREES 48 MINUTES 31 SECONDS WEST FOR 126.70 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 08 MINUTES 04 SECONDS FOR 120.78 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 22 MINUTES 33 SECONDS EAST FOR 225.82 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 48 DEGREES 18 MINUTES 37 SECONDS FOR 289.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES 20 MINUTES 50 SECONDS EAST FOR 248.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 48 DEGREES 41 MINUTES 18 SECONDS FOR 173.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 57 MINUTES 31 SECONDS EAST FOR 423.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 33 DEGREES 38 MINUTES 28 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1020.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 25 MINUTES 16 SECONDS FOR AN 225.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 02 MINUTES 10 SECONDS WEST FOR 313.38 FEET TO A POINT; THENCE NORTH 40 DEGREES 57 MINUTES 50 SECONDS WEST FOR 180.82 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 00 DEGREES 47 MINUTES 34 SECONDS WEST FROM SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1020.00 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 25 MINUTES 34 SECONDS FOR 383.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 24,390 SQUARE FEET.

NOTES:

- 1) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
- 2) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 1 BEING NORTH-15-15-E.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.



Miami-Dade County through its Homeless Trust

With

Camillus House, Inc.

Services Agreement

Verde Gardens Housing Component

**AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND
CAMILLUS HOUSE, , INC.
FOR THE VERDE GARDENS HOUSING COMPONENT**

This VERDE GARDENS HOUSING COMPONENT SERVICES AGREEMENT (the “Services Agreement” or “Agreement”), is entered into on this ____ day of _____, 2020, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (the “County”) and CAMILLUS HOUSE, INC. (“Camillus”), a Florida non-profit corporation.

WHEREAS, on June 28, 1996 the Department of Health and Human Services (“HHS”) conditionally conveyed to the County an 84.16-acre tract of real property located on the former Homestead Air Force Base (“HAFB Property”), pursuant to the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484[k]), as amended, and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and Title V of the Stewart B. McKinney Act (42 U.S.C. 11411, as amended) and regulations promulgated pursuant thereto at 45 C.F.R. Part 12A, by quitclaim deed (the “Quitclaim Deed”) for temporary housing and related services for the benefit of homeless persons as provided in the DHHS-Approved Program and Plan and incorporated into the Quitclaim Deed;

WHEREAS, in May 2008, at the request of the Miami-Dade County Homeless Trust, HHS approved a modification to the Approved Program and Plan incorporated into the Quitclaim Deed, granting the County permission to develop approximately fifty-two (52) acres of HAFB Property as Permanent Supportive Housing for homeless families, a produce/landscape nursery, and a farmer’s market/retail complex to benefit homeless individuals (“Verde Gardens Complex”);

WHEREAS, in 2008, pursuant to Resolution No. 525-08, the Board of County Commissioners (“BCC”) approved the issuance of a Request for Applications (“RFA”) to enter into contracts and/or agreements with a development partner for the approximately fifty-two (52) acres of undeveloped land on the HAFB Property. The Resolution also stated that a lease would be developed with the entity to develop the property and subsequently submitted to the BCC for their review and approval. Pursuant to Resolution No. 1238-08, the BCC approved a lease with the non-profit housing provider, Carrfour, the entity selected as development partner under the RFA (“2008 Verde Gardens Complex Lease”);

WHEREAS, in 2009 the County entered into a Lease Agreement and a Services Agreement with Carrfour (“2009 Verde Gardens Complex Service Agreement”), to develop and operate a Permanent Supportive Housing project (“Housing Component”) and a farm and produce nursery and Farmer’s Market (“Farm Component”), collectively, the “Verde Gardens Complex”;

WHEREAS, in 2017 Carrfour, with the County’s approval, determined to secure the services of Redland Ahead, Inc. (Redland Ahead), a not-for-profit organization with expertise in sustainable and productive organic farms and nurseries, in furtherance of the Verde Gardens Farm Component objectives;

WHEREAS, on December 11, 2017, Carrfour and Redland Ahead, Inc. entered into an agreement, with the County’s approval, for Redland Ahead’s services for the Farm Component;

WHEREAS, on October 11, 2018, the County entered into a direct Services Agreement with Redland Ahead for the maintenance, operation and improvement of the Farm Component in order to facilitate the provisions of the aforementioned services, consistent with allowable uses of such land pursuant to the Quitclaim Deed;

WHEREAS, on January 13, 2020, Carrfour notified the County that it would not renew its agreement to operate and maintain the Verde Gardens complex beyond September 30, 2020;

WHEREAS, on _____, the county ratified the issuance of an RFA and approved Camillus House, Inc. as the new project sponsor for Verde Gardens to include the approval of an Amended and Restated Lease Agreement, with the consent of HHS, for the approximately fifty-two (52) acres of land and a Services Agreement for the continued operation, maintenance and improvement of the Housing Component effective October 1, 2020. The Amended and Restated Lease Agreement is set to terminate on October 31, 2020.

WHEREAS, per HHS, the county, on _____, entered into a new Lease with Camillus House.

WHEREAS, the Parties hereby agree that Camillus shall manage, operate and improve the Housing Component, consistent with the allowable uses of such land pursuant to the Quitclaim Deed, and pursuant to the terms herein;

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual agreements between the County and Camillus, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

The foregoing recitals are true and correct and constitute part of this Agreement.

II. STATEMENT OF WORK / SCOPE OF SERVICES

- A. Camillus shall carry out the activities specified in the Scope of Services.
- B. Camillus shall maintain, operate and improve the Housing Component as described in the Scope of Services, which includes 145 units of Permanent Supportive Housing for homeless families with minor children,
- C. Camillus shall maintain the Verde Gardens Housing Component in accordance with any and all applicable local, State and federal regulations and requirements, including but not limited to any laws relating to background screening, licensure, certification, confidential information, Section 119.0701, Florida Statutes, as relates to public records, and requirements delineated in the Scope of Services.

As it relates to this Agreement and the Lease and any subsequent agreements and other documents related to the Verde Gardens Complex, Camillus and any of its subsidiaries, pursuant to Section 119.0701, Florida Statutes, shall:

- i) Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;

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

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

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

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

In the event Camillus does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes and this Agreement, County shall avail itself of the remedies set forth in this Agreement and the Lease.

IF CAMILLUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAMILLUS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Miami-Dade County
Homeless Trust
111 NW 1st Street, 27th Floor
Miami, Florida 33128
Attention: Victoria L. Mallette
Email: vmallette@miamidade.gov**

III. TERM

1. The County and Camillus agree that this Agreement shall become effective on October 1, 2020.
2. The Initial Term of this Agreement shall expire September 30, 2021 and run concurrent with the Verde Gardens Farm Component Services Agreement. Upon expiration of the Initial Term, this Agreement may be extended for the purposes of operating and maintaining the Housing Component, with the consent of both parties. In an effort to run concurrent with the

Lease Agreement, this Agreement may be extended up to and including the termination date of the Lease Agreement, with the consent of both parties.

IV. SPECIAL CONDITIONS OF OCCUPANCY AND REFERRAL

Camillus shall serve clients as follows:

- A.** Eligible populations for this program are: homeless families which meet the definition of Homeless in 42 U.S.C. 11302 and which have with a disabled family member (either parent or child) and homeless elderly populations. For purposes of this Agreement, a disability is defined as a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions which is determined to be of long-continuing or indefinite duration and substantially impedes the person's ability to live independently without support services. A disabling condition limits an individual's ability to work or perform one or more activities of daily living.
- B.** All unit vacancies shall be filled solely by referral of the Homeless Trust in accordance with the CoC's Orders of Priority and Coordinated Entry policies and procedures.
- C.** Households or tenants pay no more than 30 percent of the household's annual income on rent.

V. FUNDS AND FINANCIAL MANAGEMENT

A. Operating Gap Funds

- 1. The County agrees to provide up to **\$776,592.00** per County fiscal year, which commences on October 1st, for supportive services for the Verde Gardens Housing Component ("Operating Gap Funds"). - Camillus must submit to the County a budget and narrative of anticipated supportive services expenses for the period of October 1 to September 30 of each fiscal year for the County's review and approval one hundred and twenty (120) days in advance of the fiscal year start.
- 2. During the contract term of this Agreement, both parties agree to jointly review, on an annual basis and no later than 120 days prior to the end of each Fiscal Year, the operating costs of the Permanent Supportive Housing component against tenant rent revenue and funding awards supporting services and operations of the Permanent Supportive Housing component, including but not limited to CoC HEARTH, Trust Food & Beverage and Section 8 project-based vouchers. The parties agree to make a determination based upon this review whether and how much Operating Gap Funds are required to cover operating expenses.
- 3. Availability of funding is at the County's sole discretion. The County shall be the final and sole authority in determining whether or not funds are available. If the County determines funds are or become unavailable, the County shall advise the Camillus of said unavailability in writing as per the terms contained in Section IX of this Agreement.

B. Capital Improvement Funds:

1. Verde Gardens Complex Capital Funds: Subject to the availability of funds, the County will annually allocate \$100,000 toward eligible capital expenses, generally defined as those expenses other than general repairs resulting from regular wear and tear, of the Verde Gardens Complex (Verde Gardens Complex Capital Funds). No later than May 31st of each year under this Agreement, Camillus shall submit an itemized list, including projected cost, of capital expenses in order of priority for the Housing Component. Redland Ahead under its Services Agreement with the County will be subject to the same obligation for the Farm Component. Upon receipt of both lists, the County will determine, based on need and in its sole discretion, the allocation of the Verde Gardens Complex Capital Funds to the Components of the Verde Gardens Complex.
2. The Parties will work cooperatively to identify third party funding to operate the Verde Gardens Complex.
3. Availability of funding is at the County's sole discretion. The County shall be the final and sole authority in determining whether or not funds are available. If the County determines funds are or become unavailable, the County shall advise Camillus of said unavailability in writing in accordance with the terms herein. Camillus is not obligated to make capital repairs to the property if the County does not provide funding to perform the capital repairs.
4. Unless waivers are secured, Housing Component operator will be required to comply with County requirements applicable to these capital improvements on this county-owned land, such as, but not limited to, the ordinance governing the Arts in Public Places Buildings Program. Housing Component operator agrees to comply with the provisions of any and all applicable Federal and State laws and the County's orders, statutes and ordinances.

C. Method of Payment and Financial Management

1. The method of payment of Operating Gap Funds will be on a reimbursement basis for expenses detailed in the County-approved Operating Gap Fund Budget.
2. County's payment for pre-approved expenditures of the Housing Component Capital Funds allocated to Camillus is on a cost-reimbursement basis and made directly to Camillus.
3. Payment will be limited to only those costs included in the proposed expenditures submitted to the County, which are incurred in accordance with the terms of this Agreement. All requests for payments along with supporting documentation, which shall include but not be limited to signed invoices and canceled checks for all expenditures, must be submitted to the County. The County will reimburse Camillus's invoices within [twenty-one (21) business days from the date Camillus properly submits an invoice with all of substantiating documentation. The County may require additional or corrected invoices or necessary substantiating documents from Camillus before payment is made.

4. All requests for reimbursements shall utilize a County-provided Invoice Form, as may be amended from time to time. The Invoice shall be signed by the Executive Director and the Financial Officer of the Camillus, and validated by the Homeless Trust's assigned Contract Officer, Contracts Management and Monitoring supervisor, Budget Manager and Executive Director. The County reserves the right to request additional documentation to support any Invoice Request.
5. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
6. The parties agree that Camillus may request a revision to the Operating Gap Funds Budget or the expenditures listed for Camillus allocation of Verde Gardens Complex Capital Funds. However, such revisions shall be subject to review and approval by the County. Such requests will only be considered if submitted no later than thirty (30) days prior to the expiration of this Agreement.
7. Within thirty (30) days of the termination or expiration of the Initial Term of this Agreement and any extensions thereto, and at least annually, a report of expenditures shall be submitted to the County. If after the receipt of an annual report or final report at the termination or expiration of this Agreement, the County determines that Camillus has been paid funds not in compliance with the Agreement, and to which it is not entitled, Camillus will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Agreement. The County shall have the sole discretion to determine if Camillus is entitled to such funds. The County shall exercise its discretion in a reasonable manner.

VI. RECORDS AND REPORTS

A. Records

1. "Records" are defined as any and all books, records, client files (including client progress reports, referral forms, etc.), documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received, or compiled by or at the director of Camillus or any subcontractor directly or indirectly related to the duties and obligations required by terms herein, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives, diskettes or surveys.
2. Camillus must maintain Records that document all actions to comply with this Agreement, including those on race, ethnicity, gender, and disability status data; and those in accordance with generally accepted accounting principles, procedures, and practices as required in Circular OMB-122 which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement which shall include but not be limited to a cash receipt journal, cash disbursement journal, general ledger, and all such subsidiary ledgers as may be reasonably necessary.

3. Camillus shall provide to the County, upon request by the County, all Records. The requested Records shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by Camillus at any time upon request by the County. The County shall have unlimited rights to all books, articles, or other copyrightable materials, developed in the performance of this agreement. These unlimited rights include the rights of royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for public purposes.
4. Camillus shall ensure that the Records shall at all times be subject to and available for full access and review, inspection, or audit by County and Federal personnel and any other persons so authorized by the County, upon reasonable notice.
5. Camillus shall include in all the County-approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by the County, each of the record-keeping and audit requirements detailed in this Agreement. The County shall, in its sole and absolute discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described in this Agreement. These Records shall be maintained as pursuant to this Agreement.
6. If Camillus received funds from or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, then Camillus shall provide to the County a copy of each report and any follow-up communications and reports immediately upon such issuance unless such a disclosure is a violation of those agencies' rules.

B. Reports

1. Camillus shall submit to the County the reports described below or any other document in whatever form, manner, or frequency as may be requested by the County. These will be used for monitoring Camillus' progress, performance, and compliance with applicable County and Federal requirements.
 - a. *Progress Reports* – Camillus shall submit a Quarterly Status Report for the periods October-December, January-March, April-June and July-September, which shall describe the progress made by Camillus in achieving each of the objectives identified in the Scope of Services. The reports shall explain Camillus' progress including comparisons of actual versus planned progress for the period. The reports are due by the 15th day of the following month.
 - b. *Budgets* – Camillus will submit to the County a yearly projected operating budget (revenue and expenses) for the entirety of the Housing Component on a fiscal year running from October-September for each year under this Agreement no later than ninety (90) days before the start of the fiscal year which is October 1. Together with Progress Reports, Camillus shall provide the County a quarterly expense/income report within fifteen (15) days of the end of the quarter. No later than ninety (90) days following the end of the fiscal year, Camillus will submit a

Revenue and Expense Statement comparing actual revenue and expenses against the fiscal budget to the County.

- c. *Audit Reports* – Camillus shall provide two (2) copies of an annual certified public accountant’s opinion and related financial statements on the organization to the County no later than one-hundred and eighty (180) calendar days following the end of Camillus’ fiscal year, for each year during which this Agreement remains in force or until all funds earned under this Agreement have been so audited, whichever is later, provided Camillus has such opinion prepared.
- d. *Continuity of Operations* – By May of each contract year, Camillus shall submit to the County a detailed emergency plan, the Continuity of Operations (COOP), which describes the process and procedures established by Camillus to ensure the safety and well-being of the clients referred to the Housing Component through this Agreement in the event of an emergency. An emergency, for purposes of this Agreement, includes, but is not limited to, natural disasters (i.e. hurricanes, floods), cold weather emergencies, fire, etc.
- e. *Incident Reports* – Camillus will report to the County information related to any critical incidents during the administration of its program. Camillus must, within 24 hours of the incident, submit in writing a detailed account of the incident to the assigned Trust contract officer/administrative officer.

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification

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

C. Insurance

- 1. Camillus shall furnish to Miami-Dade County Homeless Trust, 111 NW 1st Street, Suite 27-310, Miami, Florida 33128, Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

- a. The following insurance must be kept in full force throughout the duration of the Agreement:
 - i. Worker's Compensation Insurance pursuant to Chapter 440, Florida Statutes.
 - ii. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 - iii. Automobile Liability Insurance covering owned, non-owned and hired vehicles used in connection with the Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- b. Miami-Dade County and HHS must be named as an "additional insured" party.
- c. Camillus shall ensure that all applicable insurance certificates required in conjunction with this project remain in full force and effect for the duration of the agreement.
- d. All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

Insurance Rating. The Insurance Company must either: (a) be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or (b) hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- e. Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- f. Compliance with a portion of the foregoing requirements shall not relieve Camillus of any liability or obligation under any section of Scope of Services.
2. Notwithstanding anything to the contrary contained above, the County will be responsible for providing property insurance for all improvements constructed hereunder on an "all risk" basis with limits deemed reasonable by the County. The County shall be responsible for maintaining such insurance for the duration of this Agreement.

VIII. AFFIDAVITS

A. County-Required Affidavits:

Camillus must complete and notarize Miami-Dade County Required Affidavits:

1. Miami-Dade County Ownership Disclosure Affidavit
2. Miami-Dade County Employment Disclosure Affidavit

3. Miami-Dade County Affirmative Action/ Nondiscrimination of Employment, Promotion and Procurement Practices
4. Miami-Dade County Criminal Record Affidavit
5. Public Entity Crimes Affidavit
6. Miami-Dade County Family Leave Affidavit
7. Miami-Dade County Disability Nondiscrimination
8. Miami-Dade County Delinquent and Currently Due Fees or Taxes
9. Miami-Dade County Contracts, Loans and Other Obligations
10. Domestic Violence Leave
11. Miami-Dade County Employment Drug-Free Workplace
12. Attestation Regarding Due and Proper Acknowledgement of County Funding Support
13. Miami-Dade County Resolution No. R-630-13 Requiring a Detailed Project Budget, Sources and Uses Statement, Certification as to Past Defaults on Agreements with Non-County Funding Sources, and Due Diligence Check
14. Miami-Dade County Resolution No. R-478-12 Not to Use Products or Foods Containing "Pink Slime"
15. Miami-Dade County Required Lobbyist Registration for Oral Presentation Section 2-11.1(i)(2) Conflict of Interest and Code of Ethics Ordinance
16. Disclosure Subcontractor/Supplier Listing

B. Legal Requirement:

Camillus agrees to comply with the provisions of the Quitclaim Deed and any and all applicable Federal, State laws and the County's orders, statutes and ordinances, including but not limited to:

1. Camillus agrees to abide by Chapter IIA of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment and public accommodations.
2. Where applicable, Camillus agrees to abide and be governed by Title 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 there will be no discrimination of race, color, sex, religious background, ancestry or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Agreement.
3. It is further understood that Camillus must submit an affidavit attesting that it is not in violation of the American with Disabilities Act, the Rehabilitation Act, and the Federal Transit Act, 49 USC § 1612. If Camillus or any owner, subsidiary, or other firm affiliated with or related to Camillus, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with Camillus. Any contract entered into based upon a false affidavit shall be voidable by the County. If Camillus violates any of the Acts during the term of any Contract Camillus has with the County, such Contract shall be voidable by the County, even if Camillus was not in violation at the time it submitted its affidavit.
4. Camillus agrees that it is in compliance with the Domestic Violence Leave, codified as § II-A60 et. Seq. of the Miami-Dade County Code, which requires an employer, who in

the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Camillus.

5. Camillus 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. Camillus 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. Camillus agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).
6. Camillus agrees to abide by 24 CFR 578.87(b) governing faith-based organizations.
7. Camillus covenants and agrees to comply with Section 10-38 of the County Code, which prevents Construction Managers, Subcontractors, their officers, their principals, stockholders, and their Affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. It is Camillus' responsibility to ascertain that none of the Subcontractors, their officers, principals or Affiliates, as defined in the County Code, are debarred by the County pursuant to Section 10-38 of the County Code and Administrative Order 3-2. If this Agreement is entered into in violation of Section 10-38 of the County Code, this Agreement is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

C. Payment and Performance Bond:

Pursuant to and in accordance with Section 255.05, Florida Statutes, Camillus and each prime contractor performing any part of improvements to the Project specified in this Contract requires Camillus to obtain and thereafter at all times during the performance of the development work maintain a combined performance bond and labor and material payment bond for the development Work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the development work, as it may be amended from time to time. Camillus shall deliver within ten (10) days prior to the commencement of construction of any improvements, at its own cost and expense, this payment and performance bond with a surety meeting the qualifications acceptable to the General Services Administration's Risk Management Division of Miami-Dade County. The bond shall be for the full amount of contemplated development work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers, and materialmen.

IX. SUSPENSION AND TERMINATION

A. Suspension

1. The County may, for reasonable cause, temporarily suspend Camillus' or operations as set forth in the Scope of Services and authority to obligate funds under this Agreement or withhold future payments to Camillus pending necessary corrective action by

Camillus or both. All eligible expenses incurred prior to the notice date will be reimbursed by the County. If County suspends funding, Camillus is under no obligation to continue operating the Housing Component.

2. Reasonable cause shall be determined in the County's discretion and may include:
 - a. Ineffective or improper use of any funds provided hereunder by Camillus;
 - b. Failure by Camillus to materially comply with any terms, conditions, representations or warranties contained herein;
 - c. Failure by Camillus to submit any documents required herein; or
 - d. Camillus' submittal of incorrect or incomplete documents.

B. Termination

1. *Termination at Will* – This Agreement, in whole or in part, may be terminated by the County upon no less than fifteen (15) working days' notice when the County determines that it would be in the best interest of the County and/or the recipient materially fails to comply with the terms and conditions of an award. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Camillus will have five (5) days from the day the notice is delivered to state why it is not in the best interest of the County to terminate the Agreement. However, it is up to the discretion of the County to make the final determination as to what is in its best interest. All eligible expenses incurred prior to the notice date will be reimbursed by the County. If County suspends funding, Camillus is under no obligation to continue operating the Housing Component.
2. *Termination for Convenience* - The County or Camillus may terminate this Agreement, in whole or part, when either party gives the other notice that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. However, if the County determines in the case of partial termination that the reduced or modified terms of the Agreement will not accomplish the purposes for which the Agreement was made it may terminate the Agreement in its entirety.. Camillus agrees to continue to operate the Verde Gardens Housing Component for four (4) months from the date of the Notice of Termination and the County agrees to continue reimbursing Camillus during this period.
3. *Termination because of a Lack of Funds* - In the event any County Funds become unavailable, the County may terminate this Agreement, or the Camillus may terminate this Agreement upon no less than four (4) months notice, in writing to the other party ("Notice of Termination"). Said Notice of Termination shall be sent by certified mail, return receipt requested, or in person with proof of delivery.

Upon Notice of Termination by either party, Camillus agrees to continue to operate the Verde Gardens Housing Component for four (4) from the date of the Notice of Termination. The County agrees to continue reimbursing Camillus during this period

4. *Termination for Breach* – The County may terminate this Agreement, in whole, or in part, when the County determines in its sole and absolute discretion that Camillus is not making sufficient progress in its performance of this Agreement as outlined in the

Scope of Services, or is not materially complying with any term or provision provided herein, including the following:

- a. Camillus ineffectively or improperly uses County funds allocated herein;
- b. Camillus does not furnish the Certificates of Insurance required by this contract or as determined by the County's Risk Management Division;
- c. Camillus does not furnish proof of licensure/certification or proof of background screening required herein;
- d. Camillus fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
- e. Camillus does not submit or submits incomplete or incorrect required reports;
- f. Camillus refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, or review Camillus's program;
- g. Camillus fails to provide Domestic Violence Leave to its employees pursuant to local law;
- h. Camillus falsifies or violates the provisions of the Drug Free Workplace Affidavit;
- i. Camillus attempts to meet its obligations under this contract through fraud, misrepresentation, or material misstatement;
- j. Camillus fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time;
- k. Camillus fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities;
- l. Camillus fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; or
- m. Camillus fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations herein.

Camillus shall be given written notice of the claimed breach and 10 business days to cure same. Unless Camillus' breach is waived by the County in writing, or unless Camillus shall have failed after receiving written notice of the claimed breach by the County to take steps to cure the breach within 10 business days after receipt of breach, the County may, by written notice to the Camillus, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery to Camillus.

5. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement. The provisions contained herein do not limit the County's right to legal or equitable remedies or any other provision for termination under this contract. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be disbarred from County contracting for up to five (5) years.
6. This Agreement shall automatically terminate without any provision of notice, in event:
 - a. Camillus voluntary or involuntary assigns the Lease Agreement without prior written approval of the County and the United States of America as required, except as expressly permitted by the Agreement;

- b. The United States of America exercises its Right of Reentry pursuant to the Quitclaim Deed, requiring title to the Demised Premises to revert back to the United States of America; or
 - c. The Lease Agreement is terminated for any reason.
- 7. Camillus will be reimbursed for expenses incurred prior to Notice of Termination and during the time period after Notice of Termination, which shall not exceed (6) six months from the date of Notice of Termination under Article IX, and during the time period after such notice of termination, in accordance with County-approved budgets for Housing Component Operating Gap Funds and Housing Component Capital Improvement Funds under the terms of Article V, Funds and Financial Management.

X. REVERSION OF ASSETS

A. Term of Commitment

The term of commitment for this project is fully described herein and is bound to the terms and obligations of the Lease Agreement, as approved by the Board of County Commissioners (Resolution 1238-08).

B. Title to Improvements

The title to all improvements shall be vested with the County.

C. Revocation of License or Permit.

Notwithstanding any provision of this Agreement to the contrary, revocation of any necessary license, permit, or approval by a governmental authority may result in immediate termination of this Agreement upon no less than twenty-four (24) hours' notice. Said notice shall be certified by mail, return receipt requested or delivered in person with proof of delivery to the Camillus. Camillus shall have ten (10) days to cure any deficiency as described in this section.

XI. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards, Cost Principles, and Regulations

1. Camillus shall comply with Federal accounting standards and cost principles according to OMB Circular A-122.
2. Camillus shall comply with applicable provisions of applicable Federal, State, and County laws, regulations, and rules such as OMB Circular A-I 10, OMB Circular A-21, and OMB Circular A-133 and with the Energy Policy and Conservation Act (Public Law 94-163) which requires mandatory standards and policies relating to energy efficiency. If any provision of this contract conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this contract, as modified, shall continue and all provisions of this contract shall remain in full force and effect.
3. If the amount payable to Camillus pursuant to the terms of this contract is in excess of \$100,000, Camillus shall comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 (h)), as

amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 5080f the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); Executive Order 11738; and Environmental Review Procedures and Regulations (24 CFR Part 58 and 24 CFR Part 583.230).

B. Retention of Records

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

C. Additional Requirements

Camillus must comply with the following additional requirements:

1. *Client Rules and Regulations* – Camillus shall submit a copy of the Client Rules and Regulations that apply to clients referred to Camillus pursuant to this Agreement; due within thirty (30) days following the execution of this Agreement, and any modifications or amendments thereto shall be submitted within fifteen (15) days of such changes to the Client Rules and Regulations.
2. *Personnel Policies and Administrative Procedure Manuals* - Camillus shall submit detailed documents describing Camillus' internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures, etc. The information shall be available to the County upon request.
3. *Monitoring* - Camillus shall permit the County and any other persons authorized by the County to monitor, according to applicable regulations, all Records, facilities, goods and activities of Camillus which are in any way connected to the activities undertaken pursuant to the terms of this Agreement; and/or to interview any clients, employees, subcontractors, or assignees of Camillus. The County shall monitor both fiscal and

programmatic compliance with all terms and conditions of this Agreement to include a review of beneficiaries, supportive services, operating costs, program progress, documentation for required match, record keeping, compliance with circulars, administrative costs, technical assistance visits, and environmental review. Camillus shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings may be delivered to Camillus, and if so delivered, Camillus shall rectify all deficiencies cited within the period of time specified in the report.

4. *Restrictions of Funds Use* - Camillus shall notify the County of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by the County within thirty (30) days of Camillus notification by the funding source. The County shall approve the receipt of these funds in writing, such approval shall not be unreasonably withheld.
5. *Related Parties* - Camillus shall report to the County the name, purpose, and any other relevant information in connection with any transaction conducted between Camillus and a related party. A related party includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, and organization with overlapping boards of directors or any organization for which Camillus is responsible for appointing members. Camillus shall report this information to the County upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the County required Agency Narrative and Progress Report which are addressed in VI-B.
6. *Required Meeting Attendance* - From time to time, the Miami-Dade County Homeless Trust may schedule meetings and/or training sessions to assist Camillus in the performance of its contractual obligations or to inform Camillus of new and/or revised policies and procedures. **Attendance at some of these meetings may be mandatory.** Camillus shall receive notice no less than three (3) business days prior to any meeting or training session that requires mandatory participation. A record of attendance at meetings or training sessions where notice was given indicating Camillus' mandatory participation shall be kept, and Camillus' contractual compliance will be monitored. Failure to attend a meeting/training session for which a mandatory notice has been provided can result in material non-compliance of the contract/agreement, up to and including breach or default. Proof of notice shall consist of fax record, e-mail, certified mail, and/or verbal communication with the contract/agreement contact person or other program administrative staff. Camillus may select one or more employees from their agency, directly involved in the contracted program, as their representative at the meeting/training session; the participation of the Agreement contact person is preferred, Camillus may request to be excused from a mandatory meeting. That request must be received at least twenty-four (24) hours prior to the meeting date and time, and justification provided, including why the agency could not send any representative. The Miami-Dade County Homeless Trust shall determine whether or not the absence will be excused; Camillus shall not be excused from more than two (2) meetings/training sessions during each contract year. The Sub-recipient is encouraged to attend all meetings of the Miami-Dade County Homeless Trust and/or its Committees, as information relevant to their program or services may be discussed.

7. *Publicity and Advertisements* - All publicity materials and signage will include appropriate logos and information to signify that the Verde Gardens Housing Component is the project of Camillus and County. Such material must be pre-approved by the County. Camillus shall ensure that all publicity and advertisements prepared and released by Camillus, such as pamphlets and news releases already or indirectly related to activities funded pursuant to this Agreement, and all events carried out to publicize the accomplishments of any activity funded pursuant to this Agreement, recognize the County as its funding source. Camillus shall ensure that all media representatives, when inquiring about the activities funded pursuant to this Agreement, are informed that the County is the funding source.
8. *Procurement* - Camillus shall make a positive effort to procure supplies, equipment, construction or services necessary or related to carrying out the terms of this Agreement from minority and women's businesses, and to provide these sources maximum feasible opportunity to compete for subcontracts to be performed pursuant to this Agreement.
9. *Property* –
 - a. “Real Property” for purposes of this agreement is defined as land improvements, structures, fixtures and appurtenances thereto, movable machinery and equipment, vehicles, furniture, and office equipment. Any Real Property found on the Demised Property at execution of Agreement and any Real Property thereafter, whether at the expense of County or Camillus, shall remain with the land as property of County at termination of this Agreement.
 - b. All Real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to Camillus after being purchased in whole or in part with funds from the County shall be listed in the property records of Camillus and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from Camilus, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. A copy of the purchase receipt for any asset purchased with County funds must also be included in Camillus’ monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased.
 - c. All Real Property shall be inventoried annually by Camillus and an inventory report (“Inventory Report”) shall be submitted to the Homeless Trust by September 30th of each calendar year. Each inventoried item shall also include the item’s condition as of the date of inventory. This report shall include the elements listed in Paragraph 9.b above.
10. *Management Evaluation and Performance Review* -The County may conduct a formal management evaluation and performance review of Camillus during and following the expiration of this Agreement. The management evaluation will reflect Camillus’ compliance with generally accepted fiscal and organizational standards and practices. The performance review will reflect the quality of service provided and the value received using monitoring data such as progress reports, site visits, and client surveys.

11. *Subcontracts and Assignments:*

- a. Camillus shall ensure all subcontracts and assignments:
 - i. Identify the full, correct and legal name of the party;
 - ii. Describe the activities to be performed;
 - iii. Present a complete and accurate breakdown of its price component;
 - iv. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement with any conditions of approval that the County deems necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service as set forth in this Agreement. The County shall in its
 - v. sole and absolute discretion determine when services are eligible substantive programmatic services subject to the audit and record-keeping requirements described above; and
- b. In accordance with Ordinance No. 97-104, all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall include, as part of their bid or proposal submission, a listing of Camillus' Disclosure of Subcontractors and Suppliers which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all contract work direct to the bidder or respondent and describes the materials to be so supplied. Failure to include such listing with the bid or proposal shall render the bid or proposal non-responsive.
- c. Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.
- d. Subcontractor/Supplier Listing may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County.
- e. Camillus shall incorporate in all consultant subcontracts this additional provision:

Camillus is not responsible for any insurance or other fringe benefits for the consultant or its employees, e.g., social security, income tax withholdings, retirement or leave benefits. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.
- f. Camillus shall be responsible for monitoring the contractual performance of all subcontracts.

- g. Camillus shall receive written documentation prior to entering into any subcontract which contemplates performance of substantive programmatic activities, as such is determined as provided herein. The County's approval shall be obtained prior to the release of any funds to the subcontractor.
 - h. Camillus shall receive written approval from the County prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.
 - i. Approval by the County of any subcontract or assignment shall not under any circumstances be deemed to provide for the incurring of any obligation by the County in excess of the total dollar amount agreed upon in this Agreement.
12. *The County's Consultant* - The County understands that in order to facilitate the implementation of this Agreement, the County may from time to time designate a consultant to work with Camillus. The County's consultant shall be considered the County's designee with respect to all portions of this Agreement with the exception of those provisions relating to payment of Camillus for capital improvements and/or services rendered. The County shall provide written notification to Camillus of the name, address, and employees of the County's consultant.
13. *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, Miami-Dade 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 of any Contract issued as a result of this RFP shall be one-quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions
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 Commission; (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) inter-local agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

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.

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

XII. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

XIII. ADDITIONAL TERMS

A. Renegotiation or Modification

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party.
2. Camillus may not make any significant changes to an approved program without prior County approval.
3. The parties agree to renegotiate this contract if the County determines, in its sole and absolute discretion, that Federal state, and/or County revisions of any applicable law or regulations or increases or decreases in budget allocations make changes in this Agreement necessary. The County shall be the final authority in determining whether or not funds for this Agreement are available due to Federal, state and/or County revisions of any applicable laws or regulations or increases or decreases in budget allocations.
4. Notwithstanding the foregoing, the County retains all the rights of suspension or termination set forth in Section IX of this Agreement.

B. Right to Waive

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

C. Disputes

In the event an unresolved dispute exists between Camillus and the County, the County shall refer the questions, including the views of all the interested parties and the recommendation of the County, to the County Manager for determination. The County Manager, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise the County and Camillus, or in the event additional time is necessary, the County will notify Camillus within the thirty (30) day period that additional time is necessary. Camillus agrees that the County Manager's determination shall be final and binding on all parties.

D. Headings

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

E. Proceedings

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

F. Notice and Contact

The County's representative for this Agreement is: *Victoria Mallette, Executive Director, Miami-Dade County Homeless Trust, 111 NW 1st Street, 27th Floor, Miami, Florida 33128.*

Camillus' representative for this Agreement is *Hilda Fernandez, President and CEO.* Camillus' principal office is located at *1603 NW 7th Avenue, Miami, Florida 33136.*

In the event that different representatives are designated by either party after this Agreement is executed, or Camillus changes the address of the principal office. Camillus must notify the County prior to such relocation and obtain all necessary approvals. Notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to the originals of this Agreement.

G. Name and Address of Payee

When payment is made to Camillus' assignee, the name and address of the official payee is Camillus House, Inc.

H. All Terms and Conditions Included

This Agreement as referenced contain all the terms and conditions agreed upon by the parties.

I. Autonomy

Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. The parties acknowledge that the relationship of County and Camillus is that of independent contractors and that nothing contained in this Agreement shall be construed to place County and Camillus in the relationship of principal and agent, employer and employee, master and servant, partners or joint ventures. Neither party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreement in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

J. Severability of Provisions

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

K. Waiver of Trial

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

[Signature Page follows]

IN WITNESS WHEREOF, the parties have caused this **twenty-four (24)** page Verde Gardens Housing Services Agreement to be executed by their respective and duly authorized officers the day and year first above written.

CAMILLUS HOUSE, , INC.:

Signature: _____
Hilda Fernandez, President/CEO

Signature: _____

Name: _____

Title: _____

ATTEST: (SEAL)

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

HARVEY RUVIN, CLERK

BY: _____
DEPUTY CLERK

Carlos A. Gimenez
County Mayor (DATE)

**Scope of Service
Camillus Housing, Inc.
Verde Gardens Housing Component**

A. Scope of Services

Camillus House, Inc. ("Provider") will maintain, manage and operate 145 units of Permanent Supportive Housing (PSH) for homeless households on former Homestead Air Force Base ("HAFB") property as set forth in this Scope of Services, subject to the terms of the **AGREEMENT FOR SERVICES** by and between Miami-Dade County, through the Homeless Trust ("Homeless Trust"), and Provider ("Services Agreement"). The PSH development ("Verde Gardens Housing Component" or "Housing Component") is part of a larger project that includes a farm and produce nursery and Farmer's Market ("Farm Component") operated by a third party under separate agreement with Miami-Dade County ("County"). The Housing and Farm Components are together referred to as the "Verde Gardens Complex".

The County, through the Homeless Trust, administers the Miami-Dade County Homeless Continuum of Care ("CoC"), which coordinates shelter and housing programs serving homeless individuals and/or families, including homeless veterans. The CoC is comprised of the Verde Gardens Housing Component, as well as shelter and housing programs located on the HAFB property and throughout Miami-Dade County ("CoC Housing Programs").

The objective of the Verde Gardens Housing Component is to facilitate the long-term housing stability of homeless families through provision of project-based affordable housing with supportive services as may be necessary to assist the households in maintaining their housing stability.

Provider shall provide the following services as required under this Agreement and commits to obligations described below.

B. Description of Verde Gardens PSH

1. Verde Gardens Housing Component:

The Housing Component is comprised of 145 townhomes with a blend of two, three and four bedroom units.

The Housing Component includes recreational space with an outdoor plaza, covered areas and barbeque stations and picnic tables. In addition, the Component includes a community center with a large community room, computer, library room, exercise facility, and office space for both the supportive services staff and property management. The community center also offers water fountains, and house sports equipment and a nearby playground area for children.

The PSH units are subsidized by a US HUD CoC permanent housing sub-recipient award through the Homeless Trust and Section 8 Project Based Vouchers - awarded by Miami-Dade County Public Housing and Community Development.

2. Tenancy and Referral:

- a.** Tenancy of the units is subject to Special Conditions set forth in Article IV of the Services Agreement.
- b.** All unit vacancies shall be filled solely by referral of the Homeless Trust in accordance with the CoC's Orders of Priority and Coordinated Entry policies and procedures.
- c.** The Housing Component shall be governed by Housing First principles and practices as described in the CoC Housing First and Permanent Supportive Housing Standards of Care, as may be amended from time to time ("Standards of Care").
- d.** The Housing Component will provide long-term PSH housing with indefinite term of stay as long as the program participant complies with the terms of the lease. Participants may not be required to participate in behavioral health-related services, however, the Housing Component may require participation in supportive services through client-centered case management planning to assist them in maintaining tenancy.

3. Services Scope and Deliverables

- a.** PSH residents will be provided with case management services by Provider staff. Residents will be offered additional services that further their housing stability, health and well-being. Such services may be offered by third parties and co-located at the Community Center or offered off-site through referral. Such services will include, but be limited to, health and behavioral health services and employment and job training services.
- b.** Provider will comply with and operate the Housing Component in accordance with the Standards of Care.
- c.** Housing and services delivery shall be trauma-informed and client-driven. Provider shall utilize strength-based motivational engagement and case management.
- d.** Provisions related to intake, services provided to residents and goals and objectives as set forth in the Technical Submission for the 2013 U.S. HUD PH Bonus Grant award, FL0344L4D001302 Verde Gardens, as may be renewed and/or amended, are incorporated into this Services Agreement's Scope of Service.

4. Branding

All publicity and signing related to the Verde Gardens Housing Component will include appropriate logos and information to signify that the Verde Gardens Housing Component is a project of the Provider and the Homeless Trust. Such material must be pre-approved by the County.

C. Terms of Operation

1. **Use of Property:** Provider shall use the HAFB Property upon which the Housing Component is sited in accordance with the terms of the Agreement for Services and separate Lease Agreement by and between Provider and the County.
2. **Management and Execution:** Except where otherwise required pursuant to the Agreement for Services, the Lease Agreement, or by law, Provider shall be exclusively responsible for the management decisions and execution thereof relating to the Housing Component's operations, day-to-day activities, budgeting, financials, and any other element of the Verde Gardens Housing Component.
3. **Payroll, Expenses, and Income:** Provider shall be exclusively responsible for all Housing Component personnel matters, including but not limited to hiring of all employees, contractors, and agents; supervision; administrative matters; and compensation.
4. **Hiring:** Provider shall offer all job openings at the Housing Component to qualified individuals residing or formerly residing in a CoC Housing Program. Copies of each new opportunity shall be provided to CoC Housing Programs and County. All hiring decisions are the sole responsibility of Provider. All attempts to coordinate with County and CoC Housing Providers will be made to achieve the mutual goals of hiring capable and qualified applicants from the CoC Housing Programs.
5. **Utilities:** Provider is responsible for the utilities necessary to operate this project. Separate electric meters, water meters, gas meters and or wells necessary for the project are the responsibility of Provider.
6. **Maintenance:**
 - a. Provider shall maintain the Housing Component in accordance with all applicable local and state regulations and requirements. This includes the landscaping, grounds maintenance, repairs for normal wear and tear, and other general maintenance activities.
 - b. The Provider shall maintain the Housing Component including all grounds in a manner that is deemed acceptable by the County.

- c. In the event that the improvements to the Housing Component are destroyed or damaged by fire, windstorm or other casualty, the County shall be responsible for funding repairs of the housing units and other Housing Component facilities which are at a cost of greater than \$1,000 and that are deemed necessary by the County. During such time as the housing units or facilities are rendered partially or totally uninhabitable as a result of any such casualty, the County and the provider will review the obligations herein under and adjust accordingly until such time as the units and/or facilities are repaired or rebuilt.
 - d. Provider is required to maintain and activate Continuity of Operations Plan (COOP) to ensure the homeless participants tenants are not made homeless in the event of destruction or damage by fire, windstorm or other casualties. Provider shall submit a maintenance inventory of all structures submitted to the County for review on a yearly basis.
 - e. Provider, in its use of the HAFB Property, shall comply with all applicable laws and regulations regarding waste hazardous materials. The provider shall not do or suffer to be done, in, on or in the vicinity of the Property or as may affect the Property, any act which may result in damage or depreciation of the value to the Property or any part thereof due to the release of waste or hazardous materials on the Property.
7. **Rental Subsidy:** Provider will comply with contractual obligations governing the CoC and HCV subsidies and avoid any action or omission that could jeopardize the subsidy awards.
8. **County Approval of Design and Operating Plans:** Provider must secure in writing, the County's prior approval of design plans, capital improvement plans, operating plans, and substantial modifications to design and operating plans for all components of the Verde Gardens Housing Component including decorative details, operating plans of any subcontractors and any designs and operating plans previously approved by the County.
9. **Legal Requirements:** Unless waivers are secured, Provider is required to comply with all county requirements, applicable to development and or improvement to county-owned lands such as but not limited to the ordinance governing the Arts in Public Places Building Program, as well as all applicable Federal, State and local laws, orders, statutes and ordinances.
10. **General Accounting Practices:** Provider will maintain up to date accounting of all monies generated by and otherwise coming into the Verde Gardens Housing Component. All such funds will be used to maintain, operate, and benefit the Verde Gardens Housing Component including to maintain the Housing Component's utilities, emergency fund, repair fund, discretionary fund, to cover the cost of expenses incurred by the facilities including all utilities, supplies needed to implement programs, wages, and salaries of employees.
11. **Grants and contracts:** Provider may apply independently for grant funding, or in

association with, and with the consent of, as applicable, Homeless Trust, or Miami-Dade County.

- 12. Operating Budget and Reporting:** Provider will submit to the Homeless Trust a yearly projected operating budget on a fiscal year running from October-September for each year under this Agreement no later than ninety (90) days before the start of the fiscal year. A projected operating budget for the period commencing October 1, 2020 through September 30, 2021 is incorporated into the Agreement. Provider shall provide the Homeless Trust a quarterly expense/income report, together with a quarterly progress report which describes progress made by Camillus in achieving each of the objectives identified in this Scope of Services. The projected operating budget and progress report are due within fifteen (15) days of the end of each quarter. No later than ninety (90) days following the end of the fiscal year, Provider will submit a Revenue and Expense Statement comparing actual revenue and expenses against the fiscal budget to the Homeless Trust.

13. Collaboration with Farm Component:

- a. Farm Component Programming:** The Farm Component Operator (“Farm Operator”) is required to provide jobs, job training and micro-enterprise opportunities first to residents of Verde Gardens and the other CoC Housing Programs located on the HAFB property, and if no qualified or willing applicants emerge, then to CoC Housing Programs outside of the HAFB property. Farm Operator also is responsible for offering educational and training opportunities, including, but not limited to nutrition and healthy cooking and eating, resident youth programming, organic farming and agricultural science to such residents. Provider will work collaboratively with the Farm Operator to support the Farm Operator’s resident programming.

Provider and Farm Operator shall collaborate in such a manner as to ensure that existing Farm Component programming and partnerships previously developed by Provider are not interrupted. Further, Provider and Farm Operator will work in collaboration to leverage the Provider’s experience with resident programming and support service provision to achieve the objectives of the overall Verde Gardens Complex. Each party shall support the other’s grant-seeking efforts as may be necessary to ensure a responsive proposal or application (e.g. program information or data, support letters).

- 2. Co-Promotion:** To ensure public awareness of and engagement with the Verde Gardens Complex as a whole (housing and farm), the Provider and Farm Operator shall engage in joint marketing efforts and will include the other’s logo as well as the Trust’s logo on marketing materials with reference to the role of each party in operating the Verde Garden Complex.

- a. **Events:** Provider is permitted use of the Farm Component for events organized by the Provider or the County as long as such event does not conflict with scheduled activities on the Farm Component premises. Coordination and planning for such events will take place in advance between the parties.
- b. **Monthly Meetings:** Provider and Farm Operator will meet on a monthly basis to coordinate program activities and events at the Farm Component.
- c. **Calendar:** Provider and Farm Operator will work together to coordinate a calendar of all activities such as trainings, special events and fundraisers at the Farming Component.
- d. **Fees and Expenses:** The Farm Operator will waive all fees and/or expenses and/or charges for the Provider's use of the Farm Component if such use furthers the objectives of the Verde Gardens Farm Component or the Verde Gardens Housing Component. The Farm Operator will waive all fees and/or expense charges for the Housing Operator's use of Demised Premises Farm if such use furthers the objectives of the Verde Gardens Farm Component or the Verde Gardens Housing Component.
- e. **Disputes:** In the event the Provider and Farm Operator cannot resolve a difference of opinion or dispute between themselves, the Homeless Trust will be the final arbitrator.