

Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(L)(9)

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-946-23

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee to Execute the Fourth Amendment to the Encroachment Management Agreement for the Homestead Air Reserve Base as Approved by Resolution No. R-1078-21, to Accept a Request by the United States Air Force to add the Compatible Lands Foundation as an Additional Eligible Entity

Executive Summary

This item approves the Fourth Amendment to the Encroachment Management Agreement (EMA) for the Homestead Air Reserve Base (HARB) to accommodate the request of the United States Air Force to include the Compatible Lands Foundation, a nonprofit land trust as an additional eligible entity. It further authorizes the County Mayor or County Mayor's Designee to execute the amendment and to exercise modifications, renewals, terminations and other provisions upon review for legal sufficiency by the County Attorney's Office.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's Designee's to execute the Fourth Amendment to the EMA for the Homestead Air Reserve Base (HARB) as approved by Resolution No. R-1078-21, to accommodate the request of the United States Air Force to include the Compatible Lands Foundation, a nonprofit land trust, as an additional eligible entity to the EMA for the Homestead Air Reserve Base.

Scope

The lands affected by the agreement are located in District 8, which is represented by Commissioner Danielle Cohen Higgins and District 9, which is represented by Commissioner Kionne L. McGhee. However, the scope of the agreement is countywide in nature, as it contributes to national security and the economic viability of the region.

Delegation of Authority

Section 2 of Resolution No. R-1078-21 approving the Defense Readiness and Environmental Protection Integration (REPI) Program EMA authorizes the County Mayor or County Mayor's designee to exercise modifications, renewals, termination, and other provisions contained therein upon review for legal sufficiency by the County Attorney's Office. If adopted, this resolution authorizes the County Mayor or County Mayor's designee to execute the Fourth Amendment to the EMA and further authorizes the County Mayor or County Mayor's designee to exercise modifications, renewals, terminations and other provisions upon review for legal sufficiency by the County Attorney's Office.

Fiscal Impact/Funding Source

The addition of the new eligible entity may reduce the amount of matching funds available to Miami-Dade County if acquisitions occur. However, the overall purpose of the REPI program is to ensure that HARB is protected from encroachment and to ensure continued security and economic viability in the region. Funding will continue to be available in future years for Miami-Dade's partnering programs if willing sellers exist.

Track Record/Monitor

The agreement requires the County to monitor the easements, which is a current stipulation of the Purchase of Development Rights (PDR) program, and to conduct audits. Miami-Dade County Agricultural Manager, Charles LaPradd, will be responsible for monitoring the agreement and easements under the PDR program. Staff from the Division of Environment Resources Management within the Department of Regulatory and Economic Resources will be responsible for monitoring acquisitions under the Environmentally Endangered Lands (EEL) program.

Background

In 2021, Miami-Dade County entered into an agreement with HARB and the federal REPI Program to acquire easements around HARB to limit encroachment of incompatible uses. The Board of County Commissioners approved the EMA pursuant to Resolution No. R-1078-21. The current agreement provides matching funds to Miami-Dade's Purchase of Development Rights Program (PDR) and Environmentally Endangered Lands Program (EEL) to acquire easements and land in areas around HARB to prevent encroachment. HARB and the United States Air Force have identified additional lands around the Base that they deem critical for operations, which are not eligible for acquisition via the PDR or EEL programs. As such, the Air Force is requesting a fourth amendment to the agreement for the addition of the Compatible Lands Foundation (CLF) as an additional eligible entity to work with HARB so that the CLF may seek easements and/or purchase the lands identified in the amendment that are not eligible for the County's acquisition programs. CLF is a nonprofit land trust with a mission to support military readiness and resilience through land conservation. CLF will operate independently under this agreement and will have no authority or connectivity to the programs and obligations Miami-Dade County provides through this agreement.

The amendment includes inserting section 5.5 as follows:

5.5. Miami-Dade County and Compatible Lands Foundation, each the EE [eligible entity] under the Agreement, shall each be solely responsible for implementing its own projects within the areas described in the Agreement, sourcing its own matching funds, and complying with and performing its duties and responsibilities as set forth in the Agreement.

The amendment also updates section 10.11 to include CLF as follows:

*Compatible Lands Foundation
500 S. Lynn Riggs #333
Claremore, Oklahoma 74017
877-829-5399*

The amendment also updates *ATTACHMENT 3 – PROGRAM MANAGEMENT* to include an additional eligible entity program manager as follows:

Eligible Entity Program Manager (EPPM): Joe Knott, Executive Director, Compatible Lands Foundation, 500 S. Lynn Riggs #333, Claremore, Oklahoma 74017, Phone Number: 877-829-5399, Email: jknott@compatiblelands.org

The amendment also adds additional exhibits to the agreement consisting of Attachment 1B – Parcel IDs and Attachment 2B – Maps, which are also attached as an exhibit hereto.

All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of this Fourth Amendment date.

Attachments



Jimmy Morales
Chief Operations Officer

**FOURTH AMENDMENT TO
ENCROACHMENT MANAGEMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
MIAMI-DADE COUNTY
AND ADDING
COMPATIBLE LANDS FOUNDATION**

This **FOURTH AMENDMENT TO THE ENCROACHMENT MANAGEMENT AGREEMENT** (“**Fourth Amendment**”) is made between The **UNITED STATES OF AMERICA** (the “**United States**”), acting by and through the **SECRETARY OF THE AIR FORCE** (the “**Air Force**”), and the Eligible Entity, **MIAMI-DADE COUNTY** and adding Eligible Entity, **COMPATIBLE LANDS FOUNDATION**. The Air Force and Eligible Entities (“**EES**”) are sometimes collectively referred to as the “**Parties**,” or each may be referred to as a “**Party**,” in this Fourth Amendment.

WITNESSETH:

WHEREAS, the United States and Miami-Dade County entered into that certain Encroachment Management Agreement, dated 22 September 2021, (hereafter referred to as the “**Agreement**”), and amended the Agreement, 22 June 2022 (the “**First Amendment**”), and amended the Agreement, 14 September 2022 (the “**Second Amendment**”), and amended the Agreement, 18 May 2023 (the “**Third Amendment**”);

WHEREAS, the Agreement and all amendments have served and continues to serve as the basis for the obligation of funds for the purpose of carrying out the Agreement as provided in Article 4, Article 5, and Article 6, which also provides that the Air Force notify the EE (or EEs) when appropriations are available. Pursuant to such purposes, the Parties hereby amend the Agreement to identify additional parcels of interest within the area of interest agreed by the Parties to be necessary to satisfy the purposes of the Agreement as provided in Article 4 as set forth herein- and add an additional EE as provided herein who can also expend the funds obligated under such Agreement and any amendments;

WHEREAS, COMPATIBLE LANDS FOUNDATION is added as an additional EE and is also responsible to perform all duties and responsibilities under the Agreement;

WHEREAS, each EE will be solely responsible for implementing its own projects, sourcing its own matching funds, and complying with and performing its duties and responsibilities as set forth in the Agreement, this Fourth Amendment, and any subsequent amendments unless otherwise modified in such amendments;

WHEREAS, the Parties intend this Fourth Amendment shall not otherwise modify the provisions of the Agreement, except as expressly provided herein;

NOW THEREFORE, for and in consideration of good and valuable consideration, mutual covenants and promises of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to this Fourth Amendment as follows:

1. The above recitals are true and correct.

2. Inserting 5.5 as follows:

5.5. Miami-Dade County and Compatible Lands Foundation, each the EE under the Agreement, shall each be solely responsible for implementing its own projects within the areas described in the Agreement, sourcing its own matching funds, and complying with and performing its duties and responsibilities as set forth in the Agreement.

3. Updating section 10.11 to include additional EE as follows:

Compatible Lands Foundation
500 S. Lynn Riggs #333
Claremore, Oklahoma 74017
877-829-5399

4. Updating ATTACHMENT 3 – PROGRAM MANAGEMENT to include additional EEPM as follows:

Eligible Entity Program Manager (EEPMM): Joe Knott, Executive Director, Compatible Lands Foundation, 500 S. Lynn Riggs #333, Claremore, Oklahoma 74017, Phone Number: 877-829-5399, Email: jknott@compatiblelands.org

5. Attachment 1B – Parcel IDs and Attachment 2B – Maps are hereby added as additional Attachments and attached hereto:

6. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of this Fourth Amendment date.

7. The Effective Date of this Fourth Amendment shall be the date upon which the last of the Parties executes this Fourth Amendment.

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[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this First Amendment to be executed in their names as of the day and year indicated below.

MIAMI-DADE COUNTY, FLORIDA

By: _____
DANIELLA LEVINE CAVA
Mayor

Date: _____

"ELIGIBLE ENTITY"

COMPATIBLE LANDS FOUNDATION

By: Joe Knott
Joe Knott
Executive Director

Date: 11 SEP 2023

“AIR FORCE”

THE UNITED STATES OF AMERICA, acting
by and through **THE SECRETARY OF THE**
AIR FORCE

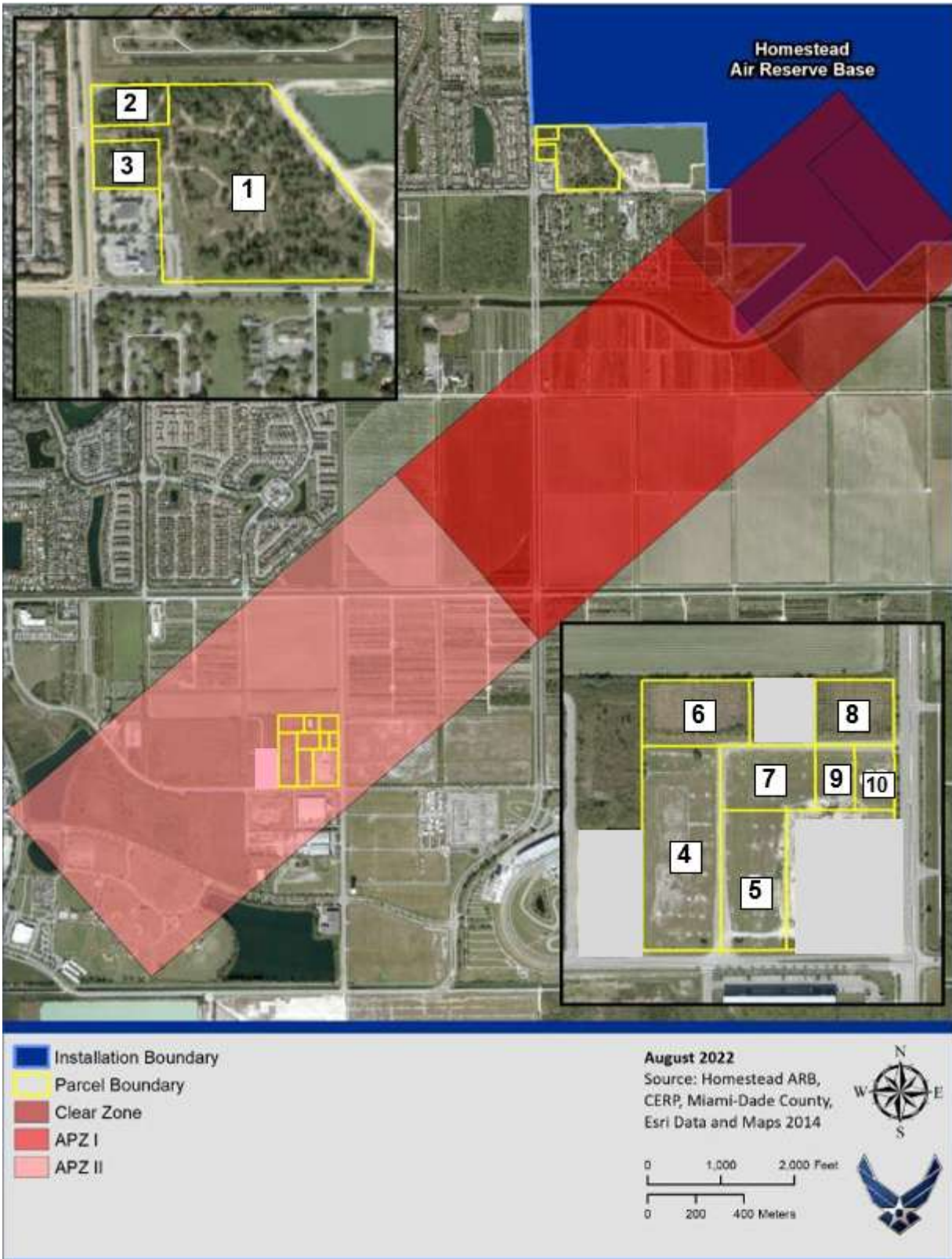
By: _____
JEFFREY P. DOMM,
Director, Installations Directorate

Date: _____

ATTACHMENT 1B – INDENTIFIED PARCELS

	Parcel Number / Identifier	Acres
1	10-7911-000-0035	14.38
2	10-7911-000-0040	1.28
3	10-7911-000-0045	1.27
4	10-7922-002-0010	4.26
5	10-7922-002-0060	2.43
6	10-7922-002-0020	1.85
7	10-7922-002-0055	1.63
8	10-7922-002-0040	1.35
9	10-7922-002-0058	0.68
10	10-7922-002-0050	0.68
11	10-7910-000-0130	4.5
12	10-7910-000-0140	4.45
13	10-7910-000-0120	4.45
14	10-7910-000-0150	4.45

ATTACHMENT 2B – MAPS



ATTACHMENT 2B – MAPS



Memorandum



Date: November 2, 2021

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

Agenda Item No. 17(A)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-1078-21

Subject: Resolution ratifying the County Mayor or County Mayor’s Designee’s action executing a grant agreement with the United States of America to receive \$1,432,936.84 to provide matching funds to the Building Better Communities-General Obligation Bond funded Purchase of Development Rights program for the acquisition of development rights on farmland around the Homestead Air Reserve Base

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the County Mayor or County Mayor’s Designee’s actions in executing an agreement with the United States Government to enter into an Encroachment Management Agreement for the Homestead Air Reserve Base (HARB) per the County Mayor’s authority under Rule 5.05(g) of this Board’s Rules of Procedure and to receive \$1,432,936.84 in grant funds from the Federal Government as a match for the Building Better Communities-General Obligation Bond Project No. 10 - Purchase of Development Rights (PDR) program for the acquisition of development rights on farmland around HARB. The agreement was provided to the County on July 22, 2021 and the County was required to execute the agreement prior to September 1, 2021, which did not allow for the item to be provided to the Board for approval prior to the deadline due to the summer recess.

Scope

The lands affected by the agreement are located within District 9, which is represented by Commissioner Kionne L. McGhee. However, the effect of the PDR program is countywide in nature, as it contributes to the economic viability, heritage, and environmental quality of the region.

Delegation of Authority

If adopted, this resolution Ratifies the County Mayor or County Mayor’s Designee’s action taken pursuant to rule 5.05(g) of this Board’s Rules of Procedure in entering into the agreement to receive grant funding and exercising the provisions therein for Miami-Dade County’s Purchase of Development Rights Program funded by Project No. 10 of the Building Better Communities General Obligation Bond Program.

Fiscal Impact/Funding Source

The total funding available from the Federal Government is \$1,432,936.84. As the County will utilize the Building Better Communities – General Obligation Bond (BBC-GOB) Project No. 10 - PDR program for the matching funds, the amount will not exceed the funding allotted to GOB-BBC Project No. 10. In addition, the PDR program contains sufficient funding to accomplish this

project. Each easement acquisition will require two independent appraisals and approval by the Board prior to any expenditures.

Track Record/Monitor

The agreement requires the County to monitor the easements, which is a current stipulation of the PDR program, and to conduct audits. Miami-Dade County Agricultural Manager, Charles LaPradd, will be responsible for monitoring the agreement and easements.

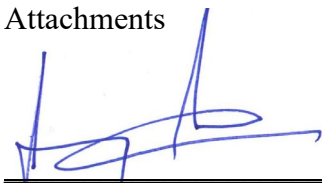
Background

HARB applied for and was awarded funding from the Federal Readiness and Environmental Protection Initiative Program (REPI) to acquire easements around HARB that will limit encroachment of incompatible uses. This federal grant program allows HARB to utilize these funds to provide matching funds to Miami-Dade County to acquire conservation easements on agricultural land around HARB to ensure protection of agricultural operations and limit possible encroachment within areas of concern for base operations. The County would utilize the BBC-GOB Project No. 10 - PDR for the matching funds. The PDR program contains sufficient funding to accomplish this project. This initiative is compatible with the ongoing PDR program and is similar to the many agreements the County has made with the United States Department of Agriculture to compliment and fund previous agricultural land easement acquisitions. This is a willing buyer/willing seller program. Any acquisitions made under this program will require two independent appraisals and the approval of the Board.

The agreement has an initial five-year term and provides a funding match for land easement acquisitions. The funding would be a 50/50 match with the federal government and Miami-Dade County PDR program. The agreement requires the County to hold and monitor the easements, which is already a current requirement of the PDR program, and to conduct audits.

It should be noted that, as outlined in section 11.1.1 of the agreement, that allows either party, with 180 days’ notice, to terminate the agreement.

Attachments




Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

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

DATE: November 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 17(A)(1)

Please note any items checked.

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

Approved Daniella Laine Cava Mayor
Veto _____
Override _____

Agenda Item No. 17(A)(1)
11-2-21

RESOLUTION NO. R-1078-21

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ACTIONS PURSUANT TO RULE 5.05(G) OF THE BOARD'S RULES OF PROCEDURE IN EXECUTING A GRANT AGREEMENT WITH THE UNITED STATES OF AMERICA TO PROVIDE \$1,432,936.84 IN FEDERAL FUNDING UNDER THE READINESS AND ENVIRONMENTAL PROTECTION INITIATIVE PROGRAM OF THE UNITED STATES TO MIAMI-DADE COUNTY TO ACQUIRE DEVELOPMENT RIGHTS THROUGH CONSERVATION EASEMENTS ON AGRICULTURAL LAND AROUND THE HOMESTEAD AIR RESERVE BASE TO ENSURE PROTECTION OF AGRICULTURAL OPERATIONS AND LIMIT POSSIBLE ENCROACHMENT WITHIN AREAS OF CONCERN FOR BASE OPERATIONS BY PROVIDING MATCHING FUNDING TO MIAMI-DADE COUNTY'S PURCHASE OF DEVELOPMENT RIGHTS PROGRAM FUNDED BY PROJECT NO. 10 OF THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE 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; and

WHEREAS, Rule 5.05(g) of the Board's Rules of Procedure authorizes the County Mayor to receive grant funding and apply for grants, execute grant agreements, related memoranda of understanding, and other intergovernmental cooperation agreements on behalf of this County during Summer Recess of the Board and further requires that items executed under Rule 5.05(g) be ratified by the County Commission; and

WHEREAS, the Encroachment Management Agreement, attached hereto as “Exhibit A” was signed by the County Mayor on August 27, 2021, and is hereby submitted to the Board for ratification,

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

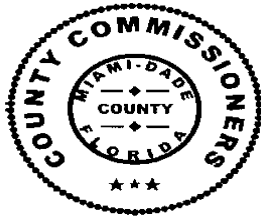
Section 1. Ratifies the County Mayor’s or County Mayor's designee's actions taken pursuant to Rule 5.05(g) of the Board’s Rules of Procedure in entering into the Encroachment Management Agreement, attached hereto as "Exhibit A", to receive and expend grant funding and exercising the provisions therein for Miami-Dade County’s Purchase of Development Rights Program funded by Project No. 10 of the Building Better Communities General Obligation Bond Program.

Section 2. Further authorizes the County Mayor or County Mayor’s designee to exercise modifications, renewals, termination and other provisions contained therein upon review for legal sufficiency by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of November, 2021. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "LEM", is written over a horizontal line.

Lauren E. Morse

EXHIBIT A

ENCROACHMENT MANAGEMENT AGREEMENT

BETWEEN

MIAMI-DADE COUNTY

AND

UNITED STATES OF AMERICA

CONCERNING

Installation Encroachment Management Plan in the vicinity of Homestead Air Reserve Base

Authority: 10 U.S.C § 2684a

In accordance with 10 USC 2684a, this Encroachment Management Agreement, including all attachments herein, hereinafter the “Agreement”, is entered into between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** or his or her authorized delegate, hereinafter called the “**Air Force**”, and Miami-Dade County, a political subdivision, of the State of Florida, hereinafter called the “**Eligible Entity**”. The Air Force and the Eligible Entity are sometimes collectively referred to herein as the “**Parties**” and individually as the “**Party**”.

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Article 9	Disposition of Property
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ATTACHMENTS

Attachment 1	Identified Parcel(s)
Attachment 2	Map(s): Project Area of Interest (AI) and Identified Parcel(s) within AI
Attachment 3	Program Management
Attachment 4	Basic Form of Phase I Notice to Proceed
Attachment 5	Basic Form of Phase II Notice to Proceed

ARTICLE 1 - AUTHORITY

This Agreement is executed under authority of 10 U.S.C. § 2684a. If any term, or interpretation of a term, conflicts with 10 U.S.C. § 2684a, as amended, or other statutes applicable to this Agreement, the statutory requirements prevail as provided under Article 2, and the term or its interpretation is unenforceable. Thus, it is incumbent upon both Parties to understand and comply with such laws in performance and execution of this Agreement.

ARTICLE 2 – ORDER OF PRECEDENCE

2.1. This Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Agreement shall be resolved according to the following order of precedence:

2.1.1. The federal statutes authorizing this payment or any other federal statutes directly affecting performance of this Agreement, particularly, 10 U.S.C. § 2684a.

2.1.2. In case of disagreement with any terms or conditions under this Agreement, the Eligible Entity shall contact the Project Manager (as defined in Section 3.25) in order to resolve the issue. The Eligible Entity shall not proceed with any acquisitions or accept any payments until the issue is resolved.

ARTICLE 3 – GENERAL DEFINITIONS

3.1. Acquisition Costs: The total cost of the Real Property Interest(s) acquired, including the agreed sales price, including a down payment/deposit but only if creditable to the sales price, and Allowable Transaction Costs as defined herein. It does not include any lump sum payments that may be authorized to be paid for Natural Resources Management, Monitoring, and Enforcement cost(s), as that term is defined herein, or general easement monitoring and management.

3.2. Air Force: The Air Force is a branch of the armed services, as defined in 10 U.S.C. § 9011, authorized to receive and obligate appropriated funds under 10 U.S.C. § 2684a, as amended. The Air Force is organized under the Secretary of the Air Force who operates under the authority, direction, and control of the Office of the Secretary of Defense (“OSD”), Department of Defense (“DOD”). The Secretary of the Air Force is the legal administrator of the acquisition of real property pursuant to 10 U.S.C. § 9013 and other specific real property acquisition authorities, but the United States Government (“United States”) is the owner of any real property to be acquired by the Air Force through such authorities.

3.3. Air Force Civil Engineer Center (“AFCEC”): The agency responsible for finalizing execution and performing management of the Air Force Readiness and Environmental Protection Integration (“REPI”) Program for the Air Force and this Agreement and the oversight of expensing and tracking of funds transferred to the Eligible Entity. AFCEC is under the direction and control of the Air Force Installation and Mission Support Center (“AFIMSC”) and the Deputy Assistant Secretary of the Air Force for Installations (“SAF/IEI”).

3.4. Air Force Civil Engineer Squadron: The Installation office responsible for submitting annual REPI proposals, identifying priority areas with the support of their Major Commands (“MAJCOMs”) and AFCEC; managing funds upon receipt from DOD and AFCEC, and coordinating transfer of funds to Eligible Entity with associated payment from Defense Finance & Accounting Services (“DFAS”) *after* AFCEC coordination and transaction approval evidenced by a signed Notice to Proceed as defined and described in this Agreement. After review, coordination, and acceptance of any interests in real property by the authorized delegate of the Secretary of the Air Force, the Air Force Civil Engineer Squadron maintains all easement documentation in accordance with DOD Air Force real property record requirements and assists in assuring the Eligible Entity provides copies of recorded instruments to AFCEC or the Office of the Secretary of the Air Force’s General Counsel, Installations, Energy and Environment Division, San Antonio, Texas, (“SAF/GCN-SA”).

3.5. Allowable Transaction Costs: Costs incurred solely related to the acquisition of the Real Property Interest(s), not including the agreed sales price, such as the following: (i) acquisition costs customarily solely attributable to close the transaction (which will be specified in the Notice to Proceed), (ii) land surveys, appraisals, environmental surveys/assessments, water rights research, title searches, title commitments, title insurance, escrow agent fees and expenses, real estate agent fees, recording fees, other settlement statement items not listed here and that are customarily paid by real property buyers in the local jurisdiction, legal fees, and fees for other professional services and other similar expenses that are not already performed by either party and attributable to the specific real estate acquisition. It does not include any costs for activities for which either party already incurs in their regular course of business (e.g. employee salaries, rents, professional licenses, rent for offices, supplies, etc.)

3.6. Annual Report: The document which summarizes project progress and provides an accounting of funding and disbursements under the Agreement for each fiscal year (FY) to the Project Manager (as defined in Section 3.25) and Installation no later than October 15 of each year.

3.7. Area of Interest: The total geographic area in which the Installation and Eligible Entity are authorized to execute acquisitions pursuant to a cooperative agreement, encroachment protection agreement, or other agreement pursuant to 10 U.S.C. § 2684a; also known as the agreement area in DOD project proposals and depicted in Attachment 2.

3.8. Baseline Documentation Report: A report that is prepared for each conservation easement. The Baseline Documentation Report includes written descriptions, maps, and photographs, and documents:

3.8.1. The conservation values protected by the easement, and

3.8.2. The relevant conditions of the property as necessary to monitor and enforce the easement.

3.9. Early Payment: An amount paid prior to the receipt of goods, services, or other assets that are ordinarily made only to payees to whom the Air Force has an obligation, and does not exceed the amount of the obligation.

3.10. Eligible Entity: A State, or political subdivision of a State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and that is determined eligible as provided in 10 U.S.C. § 2864a(b). Upon signing the Agreement, the Eligible Entity certifies it is authorized by Florida State Statute 704.06(3) to perform and discharge its obligations under this Agreement, including without limitation, the acquisition and disposition of Real Property Interest(s) and to preserve and protect conservation or other similar values of the land it acquires.

3.11. Eligible Entity Program Manager (“EPPM”): The EPPM is the Eligible Entity’s official charged with the overall responsibility of management and guidance of the Agreement and associated real estate instruments for the Eligible Entity.

3.12. Encroachment: Any deliberate action by any governmental or non-governmental entity or individual that does, or is likely to inhibit, curtail, or impede current or future military activities within the Installation complex and/or mission footprint; or any deliberate military activity that is, or is likely to be incompatible with a community’s use of its resources.

3.13. Fiscal Year (“FY”): Fiscal Year means the federal funding year that begins on October 1 and ends on September 30 of the following year.

3.14. Habitat: An area that provides the environmental elements of air, water, food, cover, and space necessary for a given species to survive and reproduce.

3.15. Installation: Homestead Air Reserve Base, a base under the jurisdiction of the Secretary of the Air Force.

3.16. Installation Encroachment Management Plan: Addresses encroachment and sustainment challenges that have the potential to affect both the Installation mission and the quality of life in surrounding communities. It is a cross-functional plan that integrates Installation efforts to sustain operations by preventing or reducing the impacts of encroachment on Installation facilities and missions. In order to protect the ability of the Installation to execute its mission, while complying with state and federal regulations and protecting the public’s health, safety, and welfare, the Installation-level encroachment management program builds on and integrates existing foundational programs, which may include, but are not limited to the Comprehensive Planning programs including the Air Installations Compatible Use Zones, the Installation Development Plan, the Joint Land Use Study, and/or the Installation Complex Encroachment Management Action Plan.

3.17. Installation Resource Advisor/Funds Manager: The Installation representative that is the principal point of contact for financial and fiscal issues arising under the Agreement related to the distribution of funds to the Eligible Entity that are obligated under this Agreement.

3.18. Military Installation Resilience (“Resilience”): The term “Military Installation Resilience” means the capability of a military installation to avoid, prepare for, minimize the effect of, adapt to, and recover from extreme weather events, or from anticipated or unanticipated changes in

environmental conditions, that do, or have the potential to, adversely affect the military installation or essential transportation, logistical, or other necessary resources outside of the military installation that are necessary in order to maintain, improve, or rapidly reestablish installation mission assurance and mission-essential function.

3.19. Natural Resources Management, Monitoring, and Enforcement: Except where explicitly stated otherwise within the Agreement, this term only refers to activity that the Secretary of the Air Force or Secretary's authorized representative has determined is for the monitoring and management of natural, non-agricultural habitats of concern as defined under 10 U.S.C. § 2684a(a)(2) and (d)(3). If there are characteristics of both natural habitat and agricultural uses within the same parcel, it still qualifies as natural habitat. Only with written approval from the Project Manager (as defined in Section 3.25) may the Eligible Entity receive funds for Natural Resources Management, Monitoring, and Enforcement, as further set forth in Section 5.4.2. Natural Resources Management, Monitoring, and Enforcement will not be performed on agricultural easements acquired through Miami-Dade County's Purchase of Development rights program.

3.20. Notice to Proceed ("NTP"): A written notification from the Project Manager (as defined in Section 3.25) to the Eligible Entity to proceed with the acquisition of a Real Property Interest described in Attachment 1 and as depicted in Attachment 2. Depending upon the acquisition process and schedule, an NTP to the Eligible Entity will be issued as follows: (Phase I) Eligible Entity request to commence due diligence for a Real Property Interest and begin plans to expend Allowable Transaction Costs (as defined herein) and concurrent steps authorized and described in Section 8.4 to carry out the purposes described in Article 4; (Phase II) Eligible Entity request to proceed with final acquisition and closing of the Real Property Interest initially described in a Phase I NTP, following Project Manager (as defined in Section 3.25) approval of completion of due diligence, including total agreed Acquisition Costs (as defined herein, sales price and Allowable Transaction Costs). Attachment 4 contains the basic form of the Phase I NTP and Attachment 5 contains the basic form of the Phase II NTP, including instructions on what the Eligible Entity would need to submit to receive the appropriate NTP for the actions the Eligible Entity would commence during the acquisition process.

3.21. Secretary of the Air Force Office of General Counsel, Installations, Energy, and Environment Division-San Antonio ("SAF/GCN-SA"): SAF/GCN-SA is the Air Force legal counsel for 10 U.S.C. § 2684a actions. SAF/GCN-SA controls, coordinates and reviews the Agreement (including any amendments) and all easements prior to seeking appraisals based on such easements and prior to closing and execution. If a legal question or issue arises beyond the scope of 10 U.S.C. § 2684a, SAF/GCN-SA may recommend, as necessary, that the Installation coordinate or seek review from appropriate legal counsel in accordance with Headquarters Air Force Mission Directive 1-14, *General Counsel and the Judge Advocate General*, 29 December 2016; and, as necessary, SAF/GCN will also coordinate support from the appropriate SAF/GC division (e.g. SAF/GCA for fiscal issues whose resolution may affect Air Force policy).

3.22. Parties: For purposes of this Agreement, the Parties are the United States Air Force and the Eligible Entity.

3.23. Priority Area: The defined area(s) within the project area of interest that contains the Installation's highest priority parcels or geography, as determined by the Installation and the Air Force planning processes. A project may have multiple priority areas numbered or differentiated by order of priority of importance.

3.24. Project: The portfolio of transactions associated with a specific installation (including joint bases) targeted for conservation and/or compatible land use partnering. A project may include multiple parcels and transactions, and is defined by planned and executed acquisition activities within the Area of Interest and across funding years.

3.25. Project Manager ("PM"): The PM is the Air Force's representative from the Air Force Civil Engineer Center charged with overall project management responsibility, including providing guidance on the project, assuring compliance with the Agreement, and establishing coordination and communication on the review and completion of the associated real estate transactions and instruments. PM assures Installation, TPM (as defined in Section 3.29) and Eligible Entity fulfill their requirement to coordinate transaction activities and dates of execution of any transactions and instruments related to the performance of the Agreement with the PM, who in turn assures SAF/GCN-SA receives all necessary documentation for coordination, review and final approval.

3.26. Political Subdivision: Political subdivision is a subdivision of a State which has been delegated certain functions of local government. This can include counties, cities, towns, villages, hamlets, boroughs, and parishes.

3.27. Real Property Interest(s): Real Property Interest(s) is(are) the target interest(s) in real estate acquired by the Eligible Entity pursuant to this Agreement, including those added by any amendments to the Agreement. This could consist of a deed for fee simple, a conservation easement, a restrictive use easement, or a combination of both a conservation and restrictive use easement. Any real property interest(s) conveyed to the United States, if conveyed, will be the minimal interest necessary to ensure the property concerned is used in a manner consistent with the purposes of this Agreement and will be less than a fee simple interest. As the term is used herein, it does not include a real property interest conveyed to the United States as a *contribution* to the Agreement pursuant to 10 U.S.C. § 2684a(d)(4)(E)(iii) by the Eligible Entity.

3.28. State: A State includes any department or named agency of a State authorized by law to enter into transactions of the nature contemplated by this Agreement. A State includes the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Marianas, and the territories and possessions of the United States.

3.29. Technical Project Manager ("TPM"): The TPM is the Installation's technical representative charged with coordinating with, advising and updating the PM on the status of all activities affecting this Agreement, including but not limited to, the schedule for the closing of any real estate transactions; and, as such, shall coordinate transaction activities and dates of execution of transactions and instruments related to the performance of the Agreement with the PM in accordance with the time frames provided within the Agreement to provide sufficient time for coordination, review and approval from the PM and SAF/GCN for all transaction documents and Real Property Interest documents, e.g. easement.

ARTICLE 4 – SUMMARY OF SCOPE/PURPOSE

4.1. The primary purpose of this Agreement is to structure an acquisition and cooperative arrangement Project for the protection and management of Real Property Interests located within the Area of Interest as defined herein and identified under this Agreement, and as such Real Property Interests may be further identified from time to time based upon willing landowners and the viability to execute certain acquisitions which are dependent upon funding, market and other constraints, despite best efforts throughout the term of this Agreement. The scope and purpose of this Agreement includes all activities and goals enumerated in this Agreement, including all attachments.

4.1.1. To accomplish this purpose, 10 U.S.C. § 2684a authorizes the secretary of a military department to enter into agreements with a State or political subdivision of a State, or a private conservation organization, to limit the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace, including, but not limited to, a training or testing ranges or military training routes.

4.1.2. The protection and management of Real Property Interests identified for acquisition will limit and/or prevent encroachments as follows: (a) limit development or use of the land that would be incompatible with the mission(s) of the Installation; or (b) protect Clear Zone Areas from use or encroachment that is incompatible with the mission of the Installation.

4.2. Specifications for performance are contained in Article 8.

4.3. Due to the nature of the role of the Eligible Entity in this acquisition process, the Real Property Interest(s) that will be acquired and/or conveyed will be further described. The Eligible Entity will acquire or facilitate the acquisition of Real Property Interest(s), specifically perpetual conservation easement(s) encumbering the parcels identified in Attachment 1 and Attachment 2. The Eligible Entity will use the funds received from the Air Force pursuant to this Agreement to purchase the Real Property Interest(s). The Eligible Entity may seek other funding sources in addition to their funds to purchase the Real Property Interest(s). The Eligible Entity will hold the Real Property Interest(s), which shall grant the Air Force secondary and or back-up enforcement rights. If the transfer of a restrictive easement is to another qualified entity that is not a State or local government, and included Air Force funding for the acquisition, the Air Force, pursuant to 10 U.S.C. § 2684a(d)(5), shall require that such recorded restrictive easement include a right to demand transfer of the interest to the United States through the Secretary of the Air Force or his or authorized representative. Any conveyance to the United States is subject to the Air Force funding contribution pursuant to this Agreement and will be the minimal interest necessary to accomplish the purposes of this Agreement. The Eligible Entity will regularly communicate and coordinate with the Air Force during the acquisition process, including: (i) fund-raising efforts for each Party's share of the purchase price; (ii) due-diligence requirements such as appraisals, title reports, surveys, environmental reports, National Environmental Policy Act (42 U.S.C. § 4321 et. Seq.) ("NEPA") compliance, and Baseline Documentation Reports; (iii) negotiations with landowner(s) for the purchase and the terms of the conservation easement(s); and (iv) transfer of funds, closing, title policy issuance, and recording for the conveyance. After closing, the Eligible

Entity will steward the conservation easement(s) in perpetuity, which will include annual monitoring, landowner communications, and enforcement. The Eligible Entity will provide annual monitoring reports for the Air Force.

ARTICLE 5 – COST SHARING

5.1. This Agreement is a cost-share agreement with a requirement that can include cash, cash contributions from other agencies and organizations, land owner donations, Eligible Entity donated real property, and/or agreed in-kind services performed by the Eligible Entity. As such, the Eligible Entity may solicit funds from third party sources to leverage the Air Force’s contributions and support the purposes of this Agreement. All funds solicited and obtained by the Eligible Entity from any third party source outside the DOD (including non-DOD federal or state programs, donors and other non-governmental organizations) may be attributed to the Eligible Entity as part of its agreed upon share of costs for Real Property Interest(s) acquired under this Agreement.

5.2. The Eligible Entity’s Acquisition Cost share shall be fifty percent (50%) and shall be: in cash, cash contributions from other agencies and organizations, and/or donated real property with a current fair market value as evidenced by and appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4, and/or agreed in-kind services that to be accepted must be approved by the PM. Examples of in-kind services may include, but are not limited to: easement or other document drafting, other real estate transaction services, Baseline Documentation Reports, Environmental Baseline Site Assessments, legal services, or other natural resource-related services. In-kind services do not include services that the Eligible Entity may already be performing under a separate contract or other agreement for which the Eligible Entity is receiving payment by the United States for such services, or for services for which the Eligible Entity is already engaged as part of their organization activities for which costs are incurred regardless of Eligible Entity participation under this Agreement (e.g. employee salaries, professional licenses, rent, supplies, etc.).

5.3. The Air Force’s share of Acquisition Costs shall be fifty percent (50%) and shall be in cash and with a current fair market value as evidenced by an appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4.. If the Eligible Entity chooses to apply all Air Force contribution funds towards the Real Property Interest’s purchase price, the Air Force is not obligated to request additional funds to contribute to related Allowable Transaction Costs and will expect the Eligible Entity to pay any outstanding related Allowable Transaction Costs.

5.4. Types of costs associated with this Agreement.

5.4.1. Acquisition of identified parcels, either fee simple or a lesser interest such as a conservation or restrictive use easement. As previously defined in Article 3, Acquisition Costs to acquire the subject Real Property Interest(s) include only the purchase price and the Allowable Transactions Costs. The acquisition sales price will be at or below fair market value as established by an appraisal in compliance with general federal appraisal standards more accurately described in Article 8.4.2.1. pursuant to 10 U.S.C. § 2684a(d)(4)(C) and (d)(7).

5.4.2. Easement Management and Monitoring. Requests for this funding must be supported by a management plan, be submitted before closing and through a Notice to Proceed, and approved by the PM. Compliance with Section 7.3 is required before payment can be approved and dispersed.

5.4.2.1. Post-acquisition Natural Resources Management, Monitoring, and Enforcement costs as defined in Section 3.19 under this Agreement are not Acquisition Costs and may include: (i) the cost of monitoring, and, if necessary, enforcement of conservation easements acquired under this Agreement that meet the definition of Natural Resources Management, Monitoring, and Enforcement as provided herein; and, (ii) the cost of managing or restoring natural resources to meet the purposes of this Agreement. The Air Force contribution to this future cost may be calculated using the Eligible Entity's standard Stewardship Endowment Calculator but will be subject to approval by the PM who will validate that the costs and Air Force contribution to such costs are appropriate pursuant to DOD regulations and policy and land trust industry guidance. The Air Force contribution must be in one lump sum, one time at the acquisition closing and be placed by the Eligible Entity into an interest-bearing account and used in accordance with 10 U.S.C. § 2684a(d)(3)(A),(B). Post-acquisition Natural Resources Management, Monitoring, and Enforcement will not be performed on agricultural easements acquired through Miami-Dade County's Purchase of Development rights program.

5.4.2.2. Post-Acquisition general easement monitoring and enforcement costs are not Acquisition Costs, but the Air Force may contribute to such costs pursuant to DOD REPI program guidance.

5.4.2.3. Subsequent to closing, any additional management and monitoring costs not accounted for prior to closing and requested in a Notice to Proceed, are not costs for which the Air Force will provide a contribution for such future management.

ARTICLE 6 – FUNDING

6.1. Expenditures by the Air Force under the Agreement will be subject to the availability of funds.

6.1.1. The Air Force will obligate funds and authorize payments or expenditures consistent with all normal limitations on the use of appropriated funds as may be applicable, e.g., period of availability (purpose, time (Bona Fide Needs Rule, if applicable), amount); definite and certain obligation; type of funds. No provision in this Agreement should be interpreted to require the Air Force to obligate funds and authorize payment or expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or other applicable federal law.

6.1.2. If funds are available, the Air Force will pay for the agreed upon share of Acquisition Costs and, if approved by the PM as provided herein, a contribution lump sum for Natural Resources Management, Monitoring, and Enforcement costs as provided in this Agreement. When DOD or Air Force funds are made available for the purposes of this Agreement, this Agreement, including any amendments, is the obligating document for such FY funds and may not be de-obligated without SAF/IEI or AFCEC/CI approval.

6.1.3. Additionally, the performance of the Air Force under this Agreement is contingent upon it being allocated annual funds by DoD under DoD's REPI Program. Such allocation will require an annual amendment to specify the Air Force's funds contribution for each fiscal year. Such an amendment shall not otherwise modify provisions of this Agreement.

6.2. Funding Limitation. The maximum funding limitation for the Air Force is the amount specifically obligated by this Agreement or by amendment to this Agreement. For FY21, Air Force funds will not exceed \$1,432,936.84 dollars, which is comprised of \$1,050,936.84 OSD REPI funds and \$382,000.00 Air Force REPI funds. Additional funding for subsequent fiscal years, if required and when available, will be obligated by amendments to this Agreement.

6.3. Funding Allocation. Future funding allocations to the Eligible Entity will be made by an amendment to this Agreement.

6.4. The Eligible Entity acknowledges that it can make no binding commitment dependent on Air Force funds until funds are obligated against the Agreement and the Air Force has authorized expenditure of such funds for the specific Real Property Interest(s) to be acquired as evidenced by a NTP and which will be jointly completed by the Air Force through the PM and the Eligible Entity, which will specify the Allowable Transactions Costs and agreed purchase price. More than one NTP may be prepared and agreed to between the Parties as needed depending upon the release and availability of funding and the progress of an acquisition. The Eligible Entity may engage landowners in negotiations to develop preliminary agreements in principle, but shall not enter a binding agreement for purchase and sale of such property interests using Air Force funds without first receiving: (i) concurrence of the Air Force; (ii) assurance that sufficient Air Force funds are available; and (iii) an Air Force NTP when Eligible Entity will be using Air Force funds for an acquisition.

6.5. All Air Force funds to be contributed through this Agreement shall be considered obligated upon signature of the authorized signatory through this Agreement, including amendments to the Agreement. Even though funds will be obligated, the Eligible Entity must follow the procedures provided in Section 6.4, and if applicable, Section 3.20, and receive Air Force concurrence and approval prior to receiving funds.

6.6. The Eligible Entity's obligations under the provisions of this Agreement are contingent upon Air Force funding. If for any reason the Air Force does not provide funds for the acquisition of a Real Property Interest(s) by the Eligible Entity in the vicinity of or ecologically related to the Installation, the Eligible Entity may elect in its sole discretion whether to proceed with such acquisition independent of the Air Force and the terms of this Agreement. The Eligible Entity will not be obligated to perform under this Agreement if, through no act, omission, or fault on its part and notwithstanding its reasonable best efforts to obtain the same, governmental funding, or private foundation grants committed to it for the purchase of any Real Property Interest(s) are withdrawn, frozen, or otherwise made unavailable to the Eligible Entity to carry out the obligations contemplated under this Agreement.

ARTICLE 7 – PAYMENT

7.1. Obligation and Payment. The Air Force will execute projects in accordance with all laws and regulations listed in Article 2. All funds transmitted must be used for the project and project purposes under this Agreement. Funds available for each future FY must be obligated by amendment to this Agreement no later than September 30 of the fiscal year in which the funds were made available. Funds obligated must be expended by the end of the fifth fiscal year in which the funds were obligated. For example, if \$200,000 was obligated April 20, 2017, such funds must be expended by September 30, 2022. If the funds are not expended, they must be returned to the Air Force, including any interest accrued. The Eligible Entity will submit a copy of each invoice to the TPM and PM at least twenty-one (21) days prior to any Air Force payment due.

7.2. Early Payments for Acquisition Costs.

7.2.1. The Eligible Entity may receive Early Payments as defined herein under this Agreement that are necessary to carry out the purposes of this Agreement. The Eligible Entity must request such funds by requesting a Phase I NTP as defined in 3.20 and in accordance with paragraph 8.4; and a Phase II NTP at least thirty (30) days prior to the date needed for closing on parcels in accordance with paragraph 8.4.2. The Eligible Entity will provide a copy of all such requests to the PM. The request for funds and issuance of a NTP will include the following supporting documentation: property identification (name) including where it is identified in Attachments 1 and 2 of the Agreement or, if applicable, any amendments, estimated closing date, acreage, location/priority area, appraised value of Real Property Interest(s) or estimated value if still awaiting an appraisal, amount of Air Force funding requested, nature of interest being acquired, and specified benefit to mission. Such Early Payments must be limited to the minimum amount needed and be timed to be as close as is administratively feasible to the actual disbursements required in the performance of this Agreement.

7.2.2. For the purpose of this Agreement, Early Payments are treated differently than lump sum payments (see paragraph 7.3 for Lump Sum Payments). All such Early Payments shall be deposited in interest bearing and insured accounts unless the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances, or the depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash balances.

7.2.3. Interest earned on Early Payments valued over \$250 shall be remitted annually to Defense Finance Accounting Services (DFAS) through coordination with the Installation Resource Advisor/Funds Manager. After completion and/or closeout of effort against this Agreement, residual or unliquidated advance payment funds shall be coordinated for disposition.

7.2.4. The Early Payments provided to the Eligible Entity are to be used solely for the items of allowable Acquisition Costs incurred in the performance of this Agreement as set forth in this Agreement and in accordance with the NTPs.

7.2.5. The Eligible Entity agrees to minimize, to the extent possible, the time elapsing between the transfer of Early Payments and the use of those Early Payments by the Eligible Entity for approved purposes under this Agreement.

7.3. Lump Sum Payment: Natural Resources Management, Monitoring, and Enforcement or General Easement Monitoring and Enforcement.

7.3.1. Application of Lump Sum Payment. This Agreement addresses the use, development, preservation, protection, and/or restoration of real property in the vicinity of or ecologically related to the Installation. To that end and when determined appropriate by the PM, the Air Force may make a lump sum payment of an amount intended to cover Natural Resources Management, Monitoring, and Enforcement costs as defined and provided for herein or for general easement monitoring and enforcement to the Eligible Entity and permit the Eligible Entity to place the sum in an interest bearing account with the interest earned applied to the same purpose that the principal was authorized to fund (i.e., furthers the specific purpose of the principal) as long as the account exists, regardless of the duration of this Agreement.

7.3.2. Supporting Documentation peculiar to Lump Sum Payments. Prior to Air Force approval of a lump sum payment the EEPM must provide the PM the specific management objectives and management plan (and associated/projected milestone dates) expected to be covered by the lump sum payment as well as any specific limitations sought by the Parties as a result of these objectives. The provision of such documentation must be provided with a request for a Phase II NTP at least thirty (30) days prior to closing to provide sufficient time to review and determine appropriateness of requested amount to accomplish the management objectives and management plan for the acquired Real Property Interest.

7.3.3. Final Disposition. Upon completion or closure of the effort for which the lump sum payment was established or if it is determined that continued management under this Agreement be impractical, any remaining unliquidated funding (to include interest) shall be coordinated with the authorized PM, for specific disposition instructions and/or remittance to DFAS. In the event that funds are remitted to DFAS, a copy of the transmittal letter stating the specific amount of remittance shall be sent to AFCEC.

7.4. Records. The Eligible Entity shall maintain adequate records to account for federal funds received, as well as cost share elements, and expenditures under this Agreement. Upon completion or termination, whichever occurs earlier, the Eligible Entity shall furnish to the PM a copy of the annual financial report. The Eligible Entity's relevant financial records are subject to examination or audit by the United States for a period not to exceed three (3) years after expiration of the term of this Agreement. The TPM and PM or designee shall have direct access to sufficient records and information of the Eligible Entity upon any request by the TPM or PM, to ensure full accountability for all funding under this Agreement. Upon ninety (90) days prior written notice, such audit, examination, or access shall be performed during business hours on business days and shall be subject to the security requirements of the audited party. The Eligible Entity shall have a minimum of sixty (60) and a maximum of ninety (90) days from the date of written notice to respond.

7.5. Fund Transfer Process by the Installation. The Installation shall not initiate the transfer of any funds to the Eligible Entity until a PM has issued a NTP. An invoice from the Eligible Entity should include the following in order for the installation to process for payment by DFAS:

7.5.1. Company name, address and telephone number;

7.5.2. Invoice date;

7.5.3. Invoice Number (The invoice number is provided by the Eligible Entity; DFAS looks to such to distinguish between separate invoices);

7.5.4 Cage/DUNS number (DFAS requires each vendor to register in SAM. Upon registering, enter the EFT information in order for DFAS to make a payment. Registration will establish a Cage Code and DUNS);

7.5.5. Description of Services;

7.5.6. Customer Name and address, as stated below:

Michael Young, Comptroller, Homestead Air Reserve Base, 29350 Westover Street, Bldg 360, Homestead ARB, FL 33039-1299

The actual fund transfer remains subject to Section 6.1.

7.6. Cost and Expense Verification Procedures. For any payments requested for items not already listed in Attachments 4 or 5, the Eligible Entity shall provide a detailed description of the activities for which the Eligible Entity is requesting payment to the satisfaction of the PM prior to approval of such request for payment.

ARTICLE 8 – RESPONSIBILITIES, OBLIGATIONS, AND DELIVERABLES

8.1. Introduction.

8.1.1. The Installation has determined that it is in the best interest of the Air Force to take steps necessary to implement applicable portions of the Installation's Encroachment Management Plan for the protection of lands and other natural resources to avoid or minimize current or anticipated adverse impacts to Installation's military mission based on the following:

8.1.1.1. The development of lands in the vicinity of Installation for incompatible purposes will result in conflicts and land uses adversely impacting necessary military activities. Preserving lands and natural resources near Installation will lessen land-use restrictions on military lands, missions, and programs; and/or

8.1.1.2. A significant and necessary element for minimizing restrictions on military lands, missions, and programs is the limiting of or planned management of incompatible development of properties adjacent to or in the vicinity of or ecologically related to Installation. Management of such development can be achieved by acquiring perpetual easements or other land use controls that restrict development of open lands and/or provide for conservation of natural resources adjacent to or in the vicinity of or ecologically related to Installation. These land use actions will restrict development of private lands but allow for continued private ownership and

may permit mission compatible uses such as, but not limited to, agricultural uses, ranching, utility infrastructure, passive outdoor low intensity recreation, and at a minimum will implement Air Installation Compatible Use Zone required land-use restrictions where published.

8.1.2. The Eligible Entity certifies and represents that it is a political subdivision of the State of Florida, organized under the laws of the State of Florida and authorized to enter into an agreement in accordance with 10 U.S.C. § 2684a(b)(1).

8.1.3. The Eligible Entity's Purchase of Development Rights (PDR) program's primary mission is to preserve viable farmland through the acquisition of development rights on property suitable for agricultural use. The Eligible Entity is committed to working with Installation to preserve lands and natural resources and/or restrict incompatible land uses near Installation for the benefit of the residents of surrounding communities and the State of Florida and to avoid or minimize the potential for adverse impacts to Installation's military mission.

8.1.4. The Eligible Entity has the proven expertise to encumber private lands with perpetual easements, and to work collaboratively with private landowners and public agencies to develop land use plans that provide for land uses that are consistent with such easements and the Installation's military mission.

8.2. Background.

8.2.1. Uses of lands adjacent to, in the vicinity of, or ecologically related to Installation and other military installations have resulted in a threat of curtailment of significant training functions or other mission activities. The scope of this Agreement allows for the acquisition of Real Property Interests and/or water rights to alleviate such threats.

8.2.2. Many promising concepts and strategies for controlling and/or management development have been developed by the Department of the Air Force, private conservation organizations, and local governments and States. They include the purchase of perpetual conservation and/or restrictive easements restricting inappropriate land uses, providing for compatible open space land uses, and engaging local communities and/or regulators or other such public agencies in land use planning efforts. Any funding of these efforts is, of course, subject to the availability of funding.

8.2.3. Successful development of the Installation Encroachment Management Plan is dependent on:

8.2.3.1. Identification of real estate/lands for protection;

8.2.3.2. Acquisition by an Eligible Entity, through a voluntary purchase or donation by a landowner, of perpetual easements or other perpetual land use restrictions limiting incompatible land uses in the vicinity of an Installation;

8.2.3.3. If necessary, acquisition of property by fee simple purchase (ownership to remain with Eligible Entity, not United States);

8.2.3.4. Engagement of local communities, landowners, and public agencies in the identification and promotion of compatible land uses on protected properties.

8.2.3.5. Coordination among Installation and Eligible Entity, as well as alignment of effort and program tracking.

8.2.4. If the Eligible Entity, PM and TPM jointly identify other Real Property Interest(s) that would meet the purposes and objectives of this Agreement, the TPM agrees, after addition and approval of those Real Property Interest(s) to the Installation Encroachment Management Plan and by amendment of this Agreement, to take necessary steps to have the Eligible Entity acquire an agreed upon Real Property Interest(s) in accordance with the procedures set forth in this Agreement.

8.3. Objectives.

8.3.1. To support and sustain the military mission at the Installation through the elimination or reduction of incompatible land uses on properties adjacent to the Installation. This Agreement's basic purpose is avoiding encroachment on airspace and ground space operated by Homestead Air Reserve and potential land use conflicts through real estate transactions on tracts in the vicinity of the Installation. The Agreement will produce lasting collaborations between the Air Force and the surrounding community and help mission requirements at the Installation.

8.3.2. To conserve or impose restrictions on real property near the Installation for the purposes of continued use as agricultural production, ranching, grazing, and habitat preservation and/or restrict further residential, commercial, etc., development and etc. This will be accomplished by encumbering, private property in the vicinity of the Installation with perpetual easements or similar perpetual land use restrictions to avoid incompatible development of high priority land parcels.

8.4. Eligible Entity Responsibilities.

8.4.1. After approval from or coordination with the PM, and if required under the circumstances or requested by the Eligible Entity, issuance of a Phase I NTP, the Eligible Entity may establish contact with the owners of parcels designated in Attachment 1 within the Area of Interest of this Agreement, or within agreed amendments if applicable. The Eligible Entity shall work with the PM and the TPM to set priorities and develop a strategy that is appropriate for the long-term goal of meeting the purpose of this Agreement, and develop agreed schedules or project milestones for each acquisition and closing. Priorities may be re-evaluated upon development of other compelling relevant information. Each acquisition or other 10 U.S.C. § 2684a authorized transaction must be supported by concurrence of the TPM and PM to ensure that the terms support the military mission while contributing to the identified objectives. The acquisition strategy shall be for Eligible Entity to acquire easements identified in Attachment 1 and in Area of Interest in this Agreement or later identified in an amendment to the Agreement, in fee simple or a lesser interest, such as an easement, or purchase of development rights.

8.4.2. If the Eligible Entity, the Air Force as provided in Section 8.4.1, and other interested parties reach an agreement in principle for the purchase of a Real Property Interest, the Eligible Entity may elect to enter into an option agreement or contingent purchase agreement with the seller of the Real Property Interest, which will set forth a period of time during which the Eligible Entity will perform due diligence prior to making a binding commitment (such as by exercising the option or waiving contingencies) to acquire the Real Property Interest. Any funding by the Air Force will be subject to the agreed Acquisition Costs as defined herein and provided for through the issuance of a Phase I NTP, which will not authorize a payment to owners in an option or contingent purchase and sale agreement unless such payment is applied to the purchase price that meets the fair market value requirement provided in 10 U.S.C. § 2684a(d)(4)(C) at the closing. The Eligible Entity's due diligence prior to final negotiations and making a binding commitment will include, at a minimum:

8.4.2.1. Appraisal. Eligible Entity must obtain an appraisal of the interest being acquired to establish Fair Market Value of the Real Property Interest(s). A copy of the appraisal will be provided to the Air Force as soon as it is available so the Air Force can accomplish its review of the appraisal.

8.4.2.1.1. An appraisal will serve as the basis for determining the Acquisition Costs of the Real Property Interest(s) being funded by this Agreement. Therefore, and by way of example, if the Air Force interest will be an easement and the interest acquired by the Eligible Entity is a fee interest, the appraisal must include both the fair market value of the fee interest and the easement interest. No specified amount of funds beyond the cost of the appraisal may be promised or expended before such an appraisal is completed and reviewed by a qualified federal government official, when required.

8.4.2.1.2. The Air Force may accept an appraisal prepared or adopted by a non-federal entity as satisfying the applicable requirements of Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4651) and 40 U.S.C. § 3111 if the Air Force determines the appraisal or title documents substantially comply with these requirements.

8.4.2.1.3. Appraisals supporting acquisition of the Real Property Interest(s) must also meet the Uniform Appraisal Standards for Federal Land Acquisitions (the "**Yellow Book**"). Should the cost of obtaining a Yellow Book appraisal exceed the cost of a standard appraisal, the Air Force agrees to pay the incremental increase. Notwithstanding this provision, if the application of the Yellow Book standards affect the ability to calculate fair market value of a property interest due to any special or unique circumstances, the Air Force may accept an appraisal as per Section 8.4.2.1.2. Any such deviation from the Yellow Book must be coordinated through the TPM and PM and approved by the Air Force.

8.4.2.1.4. The date of the Appraisal must be within twelve (12) months from the date of the Closing between the landowner and the Eligible Entity. If and when a Real Property Interest is conveyed to the United States in a later transaction/closing, not including when United States may exercise its right to transfer pursuant to this Agreement at some future date as

provided in the recorded Real Property Interest of the initial acquisition, the Appraisal must be within twelve (12) months of that closing/transfer to the United States.

8.4.2.2. Easements or Other Deeds (“Deeds”). Provide the Air Force, through the PM, the proposed easements or other deeds (e.g. quitclaim deed, warranty deed, if transfers or exchanges of property are contemplated as provided in 10 U.S.C. § 2684a(d)(4)(E)(iii) or 10 USC 2684a(d)(4)(B)), for Air Force review at least forty-five (45) days before closing to determine compliance with the purposes of this Agreement, compliance with applicable laws, and that such documents would adequately protect rights of the United States.

8.4.2.3. Environmental Due Diligence. Obtain an environmental baseline site assessment (“**ESA**”) that complies with the requirements of 42 U.S.C. § 9601(35)(B)(i) and uses methodologies consistent with the latest American Society for Testing and Materials (ASTM) Standard E-1527 or some lesser documented environmental assessment, provided Eligible Entity and the Air Force agree that a more thorough level of due diligence is not necessary. Based on this ESA, the Eligible Entity and Installation will determine whether additional field investigations of soil, sediment, surface water, and other environmental media are warranted.

8.4.2.4. Survey. Unless otherwise agreed by the PM, in writing, Eligible Entity must obtain a boundary survey of the property interest being acquired. The survey shall determine the exact acreage and location of the parcels and identify and locate all existing encroachments, easements, and any other encumbrances affecting the parcels. The survey shall be sufficient to enable title insurers to delete all standard boundary exceptions to coverage under the title policy relating to surveys.

8.4.2.5. Title. Eligible Entity must obtain a title search of the property to determine any possible flaws in title that require correction by the owner prior to acquiring the property interest. Title shall comply with the United States Department of Justice Title Standards and, when the United States is taking a real property interest, provide sufficiency of title review and letter which acceptable to the Air Force. Unless otherwise agreed, when a Real Property Interest(s) is conveyed to the United States upon request by the Secretary of the Air Force or his or her authorized delegate, in accordance with the Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions, a title insurance policy having the United States of America as a named insured will use form ALTA U.S. Policy 9-28-91 (Revised 12-3-12) for the interest(s) conveyed to the United States.

8.4.2.6. The Eligible Entity conducts the initial review of all due diligence materials described in this Section 8.4 and ensures the Real Property Interest is accurately reflected in such documents and shall provide the Air Force with all documents as they become available for Air Force review. Such documentation will be provided to the Air Force, through the PM, by the Eligible Entity at least thirty (30) days prior to issuance of a Phase II NTP, unless otherwise agreed by the PM. Notwithstanding the foregoing, the Deeds will be delivered to the Air Force for review and approval, as provided in Section 8.4.2.2.

8.4.3. Once due diligence is completed and Eligible Entity is satisfied: (i) that the acquisition can occur at or below the appraised Fair Market Value, (ii) that no environmental

hazards requiring remediation have been discovered by an environmental assessment on the site, (iii) that from the title due diligence there are no encroachments or other issues that must be cleared in order to obtain title insurance, and (iv) the applicable National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et. seq.) requirements have been met, the Eligible Entity will confer with the PM and TPM to develop a final negotiation strategy and establish the agreed total Acquisition Costs for purchase of the subject Real Property Interest(s).

8.4.4. When the Eligible Entity and the owner agree on a price at or below the Fair Market Value of the Real Property Interest(s) to be acquired, the Eligible Entity shall invoice the Air Force and request a Phase II NTP. The invoice shall indicate all costs that were or will be incurred by Eligible Entity in execution of the transaction and any matching funds or agreed in-kind services provided by the Eligible Entity, including third-party funding contributions provided to the Eligible Entity for the transaction. After agreeing to the final share of Acquisition Costs and, if applicable and approved by the PM, the Natural Resources Management, Monitoring and Enforcement costs as defined herein or general easement management and enforcement costs for a subject Real Property Interest(s), and concurrence by the PM and TPM with the final terms of the purchase and sale agreement or other binding commitment, the PM and TPM, to the extent of funding is available, will give Eligible Entity a Phase II NTP documenting the agreed and authorized total Acquisition Costs to further negotiate and enter into such final commitment to purchase the Real Property Interest. The concurrence by the PM and TPM and issuance of a Phase II NTP will be subject to the Eligible Entity accepting the following, otherwise the PM and TPM will decline to participate in the transaction:

8.4.4.1. The amount contributed to the sales price by the Air Force for any Real Property Interest(s) conveyed to the United States at closing or to be conveyed at some future date upon the demand by the United States through the Secretary of the Air Force or his or authorized representative, shall not exceed the appraised fair market value of that interest as per 10 U.S.C. § 2684a(d)(4)(C). That value will be based upon the appraised value at the time of the conveyance, or at the time the United States is given the right to demand conveyance in the language of the recorded Real Property Interest(s).

8.4.4.2. If the Air Force determines a Real Property Interest will not be immediately conveyed, the Eligible Entity will ensure the recorded Real Property Interest will include the necessary clauses providing the Secretary of the Air Force, at his or her option and through an authorized delegate, the right to demand transfer of the subject property to the United States should the subject property be used for a purpose inconsistent with the terms of the recorded Real Property Interest(s).

8.4.4.3. The final purchase and sale contract shall include a condition that closing is subject to the property being in suitable condition for transfer and the title being clear of any defects.

8.4.5. If the above conditions are satisfied and the PM and TPM agree to participate in the transaction and issue a Phase II NTP, the Eligible Entity will be authorized to indicate to the owner the Air Force's contribution of available funding, up to the agreed-upon share of Acquisition Costs, if necessary to demonstrate good faith.

8.4.6. Any parcel either encumbered through an easement, other real property restriction, or purchased in fee simple pursuant to this Agreement shall be monitored and enforced for compliance with such restrictions by Eligible Entity for the purposes set forth in this Agreement and according to the terms of the real property documents, subject to the ability of the Eligible Entity to transfer the Real Property Interest(s) to an approved transferee under Article 8.6.3, in which case such monitoring and enforcement obligation shall be assigned to and assumed by the approved transferee by an instrument acceptable to the Air Force. The Air Force will not be responsible for monitoring of any property, or interest therein, acquired under this Agreement for compliance with the easement or other real property restrictions, but will be given the right to enforce them in the event such action by the Air Force becomes necessary. Eligible Entity's obligation under this paragraph shall survive termination of this Agreement.

8.4.7. The Eligible Entity shall ensure the immediate recording in the county land records of any Real Property Interest(s) acquired by it and/or conveyed to the United States. The Eligible Entity will obtain a derivation of title clause [(i.e., refer to the deed(s) to the grantor(s) or other source of grantor's title, by book, page, and place of record)] wherever customary or required by statute.

8.5. Eligible Entity Deliverables.

8.5.1. Eligible Entity will provide annual reports of the progress made toward the acquisition of the Real Property Interest(s), including status of specific responsibilities, objectives, and deliverables, shall be submitted to AFCEC in coordination with the Installation by the established due date after the close of each fiscal year. The report shall provide information on how funds have been expended during the reporting period and include information that the Installation needs to properly promote and manage the project. Such information should include a map with the parcels acquired or proposed for acquisition under this Agreement and a table that lists: the acquisition name (or landowner's name), the tax identification number, nature of realty interest acquired, acreage, costs, source of funds, and land uses (current or intended).

8.5.2. Eligible Entity will prepare any transactional documents developed to carry out the tasks performed under this Agreement. Such documents include, but are not limited to, contracts for purchase and sale, inspections or investigations, appraisals, title searches or insurance, deeds, surveys, and final copies of all documents after they have been recorded. These shall be provided to both the PM and the TPM, within thirty (30) days of closing.

8.5.3. If applicable, the Eligible Entity will prepare Baseline Documentation Reports on all properties protected through this Agreement. These reports should conform to guidelines as established by the Land Trust Alliance (LTA) Standards and Practices and shall be provided to both the PM and the TPM.

8.5.4. Eligible Entity will prepare annual monitoring reports on all properties protected through this Agreement. Said reports should conform to standards as established by the LTA. These reports shall be provided to both the PM and the TPM, and this obligation may be assigned

to and assumed by an approved transferee, where such transfer is undertaken in accordance with Article 8.6.3, and by an instrument acceptable to the Air Force.

8.6. Other Conditions.

8.6.1. Eligible Entity shall not enter non-federal real property to collect information regarding the property unless the owner has: (i) consented to the entry; (ii) been provided reasonable notice of the entry; and (iii) been notified that any raw data collected from the property must be made available at no cost, if requested by the landowner.

8.6.2. Title to the Real Property Interest(s) acquired, whether fee simple, easement, or other land use restriction, may be held by Eligible Entity subject to the Air Force's right to demand transfer under 10 U.S.C. § 2684a(d)(5) of that portion of the Real Property Interest(s) necessary to ensure the property is developed and used consistently with the purposes of this Agreement and 10 U.S.C. § 2684a. Such right shall be explicitly stated in the recorded Real Property Interest(s), and this obligation shall be assigned to and assumed by an approved transferee to which an acquired Real Property Interest(s) is transferred in accordance with Section 8.6.3, and by an instrument acceptable to the Air Force.

8.6.3. No provision of this Agreement shall preclude Eligible Entity, after consultation with and concurrence by the Air Force, from transferring the acquired Real Property Interest(s) to other eligible entities described in 10 U.S.C. § 2684a(b) (such as, state agencies, political subdivisions and private conservation organizations) for purposes of this Agreement. If Eligible Entity or another eligible entity acquires fee interest or an easement in a parcel and proposes to transfer that interest, it shall first notify the Air Force in which case the Air Force will have the following options:

8.6.3.1. Approve of the transfer subject to Eligible Entity's commitment to transfer the interest subject to the Air Force's rights under 10 U.S.C. § 2684a(d)(5) and recordation of the Real Property Interest(s); or

8.6.3.2. Exercise its rights under 10 U.S.C. § 2684a(d)(5) and the recorded Real Property Interest(s) and direct Eligible Entity to convey to the United States (through the Air Force) a Real Property Interest sufficient to ensure that the property is not used or developed for purposes inconsistent with the purposes of the Agreement; or

8.6.3.3. Direct Eligible Entity or other eligible entity to transfer to an eligible entity a Real Property Interest(s) sufficient to ensure that the property is not used or developed for purposes inconsistent with the Agreement to another entity or organization and ensures the recorded Real Property Interest(s) retains Air Force's right to demand transfer under 10 U.S.C. § 2684a(d)(5).

8.6.4. In the event the Secretary of the Air Force requires that Real Property Interest(s) be transferred to the United States, the Eligible Entity that holds the Real Property Interest(s) will do so and will be reimbursed for only costs incidental to the transfer (recording fees, certified copies, etc.).

8.6.5. Whenever the terms of this Agreement provide for coordination, concurrence, or approval by the Air Force, it will not be unreasonably withheld or conditioned. Any written request for approval will be considered and acted upon by the Air Force or its representative in a timely manner.

ARTICLE 9 – DISPOSITION OF PROPERTY

9.1. If a Real Property Interest acquired under this Agreement is no longer needed to meet the purposes and goals of the Eligible Entity (or approved transferee), prior to terminating or disposing of the Real Property Interest, the Eligible Entity (or approved transferee) shall obtain disposition instructions from the Air Force.

ARTICLE 10 – GENERAL PROVISIONS

10.1. Successors and Assigns. This Agreement may not be assigned by a party without the express written consent of the Parties. All covenants made under this Agreement shall bind and inure to the benefit of all successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

10.2. Execution. This Agreement is executed based upon a duly authorized representative of all the Parties signing this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

10.3. Other Reports, Access, Retention and Examination of Records. In addition to financial or other reports required by this Agreement, the Air Force may require the Eligible Entity to prepare additional reports or provide additional information relating to this Agreement. The Eligible Entity agrees to deliver these reports or information within a reasonable time of request and with the detail reasonably required. Additionally, the Eligible Entity shall afford, with thirty (30) days' written notice and during normal business hours (and subject to the Eligible Entity's standard security requirements), any authorized representative of the Air Force, OSD, or the Comptroller General access to, and the right to examine, all records, books, papers pertinent to this Agreement, including but not limited to financial records, statistical records, supporting documents, and all other documents and/or records or microfilm copies pertinent to this Agreement (the "Records"). Financial records, supporting documents, statistical records, and all other records or microfilm copies pertinent to this Agreement shall be retained for a period of three (3) years from the date of the Closing of the transaction using the funds.

10.4. Government Furnished Equipment. No Government Furnished Property, Equipment, and/or Material will be provided unless negotiated and specifically added to this Agreement.

10.5. Entire Agreement: This Agreement inclusive of all attachments constitutes the entire agreement between the parties concerning the scope and subject matter hereof and supersedes any prior understandings, negotiations, discussions, written or oral, relative to said scope and subject matter.

10.6. Agreement Administration/Amendments. Amendments or modifications to this Agreement shall follow these procedures: The party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment. The Agreement can only be amended by the mutual consent of the Parties, and such amendments shall not be effective until a written amendment is signed by both Agreement signatories, or their authorized successors.

10.7. Waiver of Rights. Waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. All waivers shall be reduced to writing and a copy of the waiver shall be provided to each party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.

10.8. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

10.9. Liability and Indemnity. Nothing in this Agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of, or during the performance of, this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities, or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors, or assigns, or by third persons, arising out of, or during the performance of, this Agreement shall be determined according to applicable law.

10.10. National Policy Requirements and similar provisions. The Eligible Entity agrees that no person shall be denied benefits or otherwise be subjected to discrimination in connection with, performance under this Agreement, on the grounds of race, religion, color, national origin, sex, or handicap. By signing this Agreement, the Eligible Entity assures that it will comply with applicable provisions of the following National Policy Requirements:

10.10.1. Executive Order 11246, Employment discrimination and equal opportunity (41 CFR, part 60).

10.10.2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.

10.10.3. Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

10.10.4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

10.10.5. Clean Air Act (42 U.S.C. § 7401, et. Seq.) and Clean Water Act (33 U.S.C. § 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and

Environmental Protection Agency rules at 33 C.F.R §§ 320-338, 40 C.F.R. §§ 100-135, 400-424, 425-503, as may be applicable.

10.10.6. National Environmental Policy Act (NEPA, at 42 U.S.C. § 4231, et. seq.). Before closing, the TPM will ensure the Air Force environmental impact analysis process (EIAP) pursuant to 32 CFR Part 989 is accomplished and, at minimum, reported on an Air Force Form 813 with the applicable categorical exclusion, as may be necessary, if no changes to the Real Property Interests are anticipated or intended by the Eligible Entity, and have such documentation reviewed by TPM's servicing legal advisor on such matters. The Eligible Entity agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the TPM provides written notification of compliance with the applicable environmental analysis process.

10.10.7. National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001, et. seq.).

10.10.8. Lobbying. The Eligible Entity agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.10.9. Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share any part of this Agreement or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

10.10.10. Trafficking Victims Protection Act of 2000, as amended (TVPA) (22 U.S.C. § 7104(g)). Section 106(g) states: "any grant, contract or cooperative agreement provided or entered into by a federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition which authorizes the department or agency, to terminate the grant, contract or cooperative agreement, without penalty, if the grantee or any sub-grantee, or the contractor or subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement."

10.10.11. Certifications. By signing this Agreement, the Eligible Entity endorses that the following certifications have been provided: Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters. The above certifications do not apply to transactions in Real Property Interest(s). They apply only to any other contracts written as a result of this Agreement, which are funded with federal funds obligated under this Agreement.

10.11. Notices. Any notice, transmittal, approval, request, authorization, designation, or other official communication required or desired under this Agreement shall be made in writing and

shall be delivered by hand, or by recognized courier, or by the U.S. Postal Service to the other Party at the address and telephone number set forth in Attachment 3, or at another address that may be later designated by that Party.

For Miami-Dade County

STEPHEN P. CLARK CENTER
111 N.W. 1ST STREEET, 29 FLOOR
C/O THE AGRICULTURAL PURCHASE OF DEVELOPMENT
RIGHTS PROGRAM
MIAMI, FLORIDA, 33128
(305) 375-5071

For the Air Force Center for Engineering

AIR FORCE CIVIL ENGINEER CENTER
ATTENTION: AFCEC/CIUB
3515 SOUTH GENERAL MCMULLEN, STE 155
SAN ANTONIO, TX 78226-1710

Air Force Local Representative:

HOMESTEAD AIR RESERVE BASE
ATTENTION: ENVIRONMENTAL FLIGHT CHIEF
29350 WESTOVER STREET, BLDG 232
HOMESTEAD ARB, FL 33039-1299
(786) 415-7163

10.12. Conflict of Interest. The Eligible Entity shall ensure that its employees are prohibited from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others.

ARTICLE 11 – TERM OF THE AGREEMENT, SUSPENSION, & TERMINATION

11.1. Term of the Agreement. The term of this Agreement shall commence upon the effective date of this Agreement and continue for five (5) years or sixty (60) months, or upon the cancellation of funds obligated herein, including funds obligated pursuant to amendments to this Agreement, or upon mutual agreement as to the completion of the purposes for which this Agreement was made. However, the following provisions shall survive expiration or earlier termination of this Agreement: Sections 5.4.2, 5.4.2.3, 7.1, 7.3.1, 7.3.3, 7.5, 8.4.6, 8.6.3, 8.6.4, 10.1, 10.3, 10.9, and Article 9.

11.1.1. Either party, upon one hundred eighty (180) days notice to the other signatories to this Agreement, may terminate this Agreement. As of the date of termination all funds, provided by the Air Force and not expended, shall be returned to the Air Force as provided by applicable law.

11.1.2. This Agreement can be extended if amended (see Sections 4.1, 6.2, 8.4.7, and 10.6).

11.2. Amendments. This Agreement can be amended by the mutual consent of the Parties. All amendments shall be executed in writing and signed bilaterally by each party to this Agreement.

11.3. Change of Circumstances. Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

11.4. Force Majeure. Neither party shall be in breach of this Agreement for a failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform shall promptly notify the other party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

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

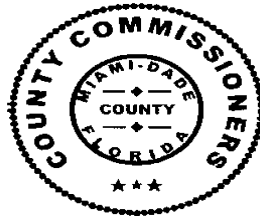
ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: [Signature]
Deputy Clerk

By: Daniella Levine Cava
Name:
Title: Mayor

Approved by County Attorney as
to form and legal sufficiency.



By: _____

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Miami-Dade

§
§
§

On the 30th day of August, 2021, before me, Daniella Levine Cava, the undersigned Notary Public, personally appeared _____, personally known to me to be the person whose name is subscribed to the foregoing Instrument, and personally known to me to be the Mayor (title), and acknowledged that the same was the act and deed of the _____ (Eligible Entity) and that (s)/he executed the same for the purposes and consideration cited therein.

Shirley L. Jones
State Notary Public

Shirley L. Jones
Printed Name & Commission Expiration Date



SHIRLEY L. JONES
Commission # HH 039047
Expires September 2, 2024
Bonded Thru Budget Notary Services

“AIR FORCE”

THE UNITED STATES OF AMERICA, acting
by and through the **SECRETARY OF THE AIR
FORCE**

By: _____
JAMES E. FITZPATRICK, P.E.
Deputy Director, Installations Directorate

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

On the ____ day of _____, 20__, before me,
_____, the undersigned Notary Public, personally appeared James.
E. Fitzpatrick, personally known to me to be the person whose name is subscribed to the foregoing
Instrument, and personally known to me to be the Deputy Director, Installations Directorate, and
acknowledged that the same was the act and deed of the Secretary of the Air Force and that he
executed the same as the act of the Secretary of the Air Force for the purposes and consideration
cited therein.

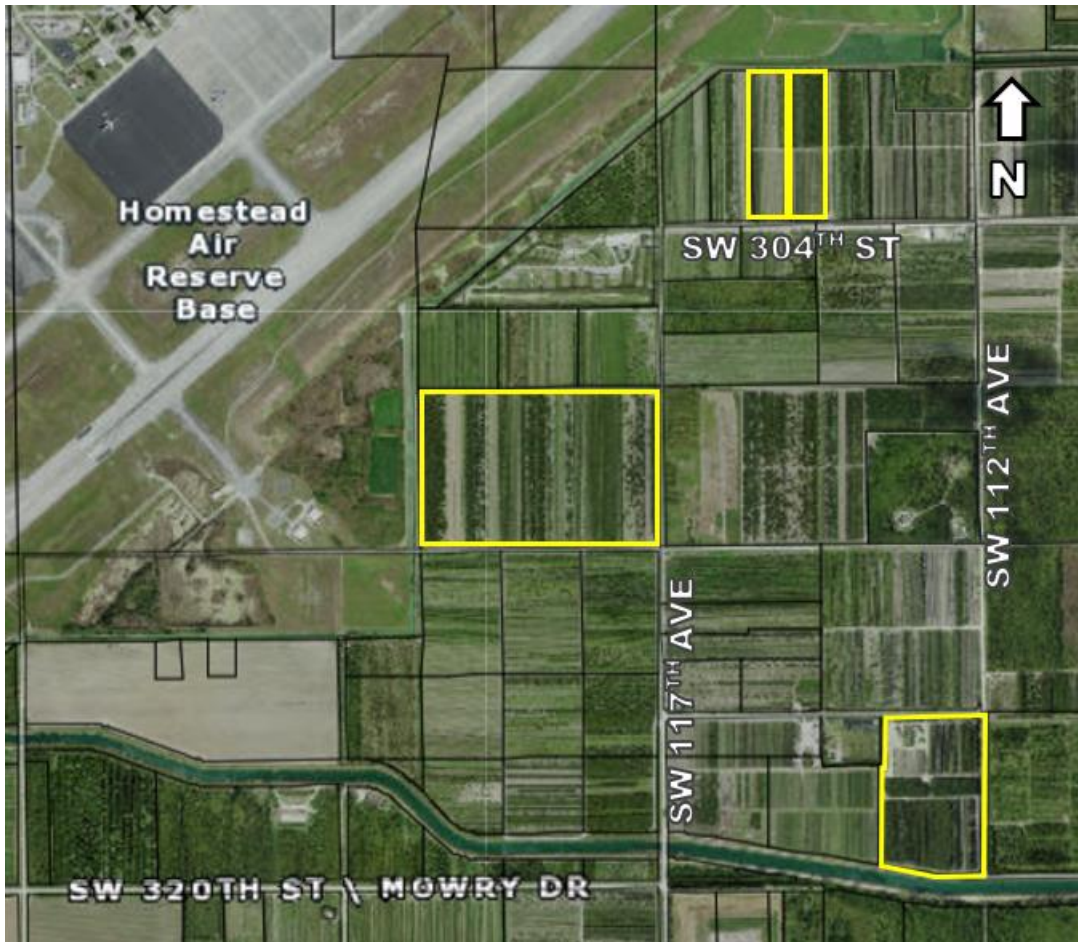
Notary Public, State of Texas

Printed Name & Commission Expiration Date

ATTACHMENT 1 – IDENTIFIED PARCELS

	Parcel Number/Identifier	Acres
1	30-7912-000-0060	60
2	30-7007-000-0066	9.534
3	30-7007-000-0065	9.534
4	30-7018-001-0051	24.52

ATTACHMENT 2 – MAPS



ATTACHMENT 3 – PROGRAM MANAGEMENT

Eligible Entity Program Manager (EPPM): Charles LaPradd, Agricultural Manager, Miami-Dade County, 10710 SW 211 Street, Suite 109, Cutler Bay, Florida 33189, (305) 971-5091, charles.lapradd@miamidade.gov

Installation Resource Advisor/Funds Manager: Michael Young, Comptroller, Homestead Air Reserve Base, 29350 Westover Street, Bldg 360, Homestead ARB, FL 33039-1299, (305) 424-4236, michael.young.76@us.af.mil

Project Manager (PM): William Chavez, REPI Project Manager, 3515 S. Gen McMullen Dr, San Antonio, TX 78226-2018, (210) 393-7087, william.chavez.4@us.af.mil

Technical Project Manager (TPM): Lawrence Ventura Jr., Environmental Flight Chief, Homestead Air Reserve Base, 29350 Westover St., Bldg 232, Homestead ARB, FL 33039-1299, (786) 415-7163, lawrence.ventura@us.af.mil

**ATTACHMENT 4 – BASIC FORM OF NOTICE TO PROCEED
Phase I, Planning and Due Diligence**

This action is in accordance with paragraph _____ of the Cooperative Agreement or Encroachment Management Agreement dated _____. Funds should be requested prior to any expenditures for which Air Force funding will be used. Reimbursement, while not best method of providing funding, may, under exceptional circumstances be requested in accordance with the terms of the Encroachment Management Agreement. Air Force resource management will not reimburse anything not listed on an NTP.

(Partner Name), this notice to proceed authorizes you to proceed with due diligence on:
List Parcel Name(s)

Good Faith Estimated Costs: Listed by each part of due diligence

Due diligence	Total Cost	Partner Share	AF Share
Appraisal			
Land surveys			
Environmental surveys/assessments			
Title searches			
Title insurance			
Escrow agent fees and expenses			
Real estate agent fees			
Recording fees			
Water rights research			
Other settlement statement items not listed here and that are normally paid by buyer			
Legal fees			
Fees for other professional services			
It does not include: any costs for activities for which either party already incurs in their regular course of business (e.g. employee salaries, rents, professional licenses, rent for offices, supplies, etc.)			
Total			

Point of contact for additional information is the undersigned Base POC at telephone (786) 415-7163.

Technical Project Manager (Base POC):

AFCEC Project Manager:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

**ATTACHMENT 5 – BASIC FORM OF NOTICE TO PROCEED
Phase II, Acquisition**

This action is in accordance with paragraph _____ of the Cooperative Agreement or Encroachment Management Agreement dated _____. Funds should be requested prior to any expenditures for which Air Force funding will be used. Reimbursement, while not best method of providing funding, may, under exceptional circumstances, be requested in accordance with the terms of the Encroachment Management Agreement. Air Force resource management will not reimburse anything not listed on an NTP.

(Partner Name), this notice to proceed authorizes (Partner Name) to proceed with closing on:
List Parcel Name(s)

All due diligence has been reviewed and approved by AFCEC and SAF/GCN including: draft easement, draft title commitment, environmental baseline, AF Form 813, and estimated closing costs.

List or attach Good faith estimate of closing costs:

Closing	Total Cost	Partner Share	AF Share
Easement			
Easement Monitoring/Natural Resources Management, Monitoring, and Enforcement (“Lump Sum Payment”)			
Title policy premium			
Escrow fees			
Recording fees			
Closing costs not covered in a Phase I NTP			
Total			

Point of contact for additional information is the undersigned Base POC at telephone (786) 415-7163.

Technical Project Manager (Base POC):

AFCEC Project Manager:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____



DEPARTMENT OF THE AIR FORCE
AIR FORCE RESERVE COMMAND



September 27, 2023

Lawrence Ventura, Jr.
Chief, Environmental Flight
29350 Westover Street, Bldg 232
Homestead ARB, FL 33039-1299

The Honorable Mayor Daniella Levine Cava
Mayor, Miami-Dade County, FL
111 NW First St., 29th Floor
Miami, FL 33128

Dear Mayor Cava,

This letter is regarding an urgent matter. Homestead Air Reserve Base (HARB) is seeking to add Compatible Lands Foundation (CLF) as an eligible entity to the Encroachment Management Agreement (EMA) between Miami-Dade County and the United States of America.

HARB has identified numerous parcels that are critical for operations, that are not eligible for either the Purchase of Development Rights (PDR) or Environmentally Endangered Lands (EEL) programs. Adding CLF as an eligible entity will allow them to conduct outreach to willing landowners and engage in negotiations. This will not impact Miami-Dade County or the PDR/EEL programs. Adding CLF will not alter the agreement or add any new obligations to the program requirements.

CLF is a non-profit land trust whose sole mission is supporting military readiness and resiliency through promoting conservation, restoration, and preservation of critical habitat through land conservation efforts. Founded in 2009, CLF partners with military installations throughout the U.S. under the Department of Defense Readiness and Environmental Protection Integration (REPI) Program. Headed by executive director, Joe Knott, and governed by a board of directors; they have a proven track record of conserving working lands and open spaces near military installations. To date, they have helped preserve 22,000 acres of land and are currently partners at sixteen military installations across the U.S.

Processing this additional partner would greatly help maintain current HARB mission capabilities through acquisition of development rights in areas with significant land conversion pressures.

MDC051

On behalf of Homestead ARB, I would like to thank you for your continued support for the military mission in Florida. We remain committed to working with the community to ensure that our evolving missions continue to grow in a compatible and mutually beneficial manner.

Sincerely,

A handwritten signature in black ink that reads "Lawrence Ventura, Jr." with a stylized flourish at the end.

LAWRENCE VENTURA, JR
Mission Sustainment



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(9)

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. 8(L)(9)
11-7-23

RESOLUTION NO. R-946-23

RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE ENCROACHMENT MANAGEMENT AGREEMENT WITH THE UNITED STATES OF AMERICA FOR THE HOMESTEAD AIR RESERVE BASE, APPROVED BY RESOLUTION NO. R-1078-21, TO ACCOMMODATE THE REQUEST OF THE UNITED STATES AIR FORCE TO INCLUDE AN ADDITIONAL ELIGIBLE ENTITY, THE COMPATIBLE LANDS FOUNDATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SAME AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE THE 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; and

WHEREAS, this Board desires to enter into the Fourth Amendment attached to the County Mayor’s Memorandum as “Exhibit A”, to the Encroachment Management Agreement for the Homestead Air Reserve Base, attached to the County Mayor’s Memorandum as “Exhibit B”, to accommodate the request of the United States Air Force to include the Compatible Lands Foundation, a non-profit land trust with a mission to support military readiness and resilience through land conservation, as an additional eligible entity to the Encroachment Management Agreement for the Homestead Air Reserve Base; and

WHEREAS, the United States Air Force has requested the amendment be signed by the County Mayor or County Mayor’s designee on or before November 8, 2023,

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

Section 1. Approves the Fourth Amendment to the Encroachment Management Agreement in substantially the form attached as Exhibit A to the County Mayor’s Memorandum and authorizes the County Mayor or County Mayor’s designee to execute same.

Section 2. Authorizes the County Mayor or County Mayor’s designee to exercise modifications, renewals, termination and other provisions contained therein upon review for legal sufficiency by the County Attorney’s Office.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	absent	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "LEM", is written over a horizontal line.

Lauren E. Morse