

McPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY  
ATLANTA CENTER FOR SELF SUFFICIENCY  
HOPE ATLANTA

Legally Binding Agreement for Homeless Service Provider

October 12, 2010

This Agreement (the “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and among the **McPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY** (“LRA”), acting in its capacity as the Local Redevelopment Authority, as recognized by the United States Department of Defense (the “DOD”), for purposes of implementing the redevelopment of Fort McPherson under the Defense Base Closure and Realignment Act of 1990, Pub. L. 101-510, 10 U.S.C. Sec. 2687 note and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Pub.L. 103-421 (the “Enabling Acts”), ATLANTA CENTER FOR SELF SUFFICIENCY (formerly Samaritan House of Atlanta, Inc.) , a Georgia non-profit corporation (“ACSS ”), and HOPE ATLANTA (formerly Traveler’s Aid of Metropolitan Atlanta, Inc., a Georgia non-profit corporation (“Hope Atlanta ”). The LRA, ACSS , and Hope Atlanta are collectively referred to herein as the “Parties.”

**WITNESSETH**

WHEREAS, effective on November 9, 2005, the Base Closure and Realignment Commission voted to close the U.S. Army Base located at Fort McPherson, Georgia (“Fort McPherson”);

WHEREAS, the McPherson Planning Local Redevelopment Authority, Inc. (the “Planning LRA”) is a non-profit corporation organized to serve as the single entity responsible for identifying local redevelopment needs and preparing a reuse plan for Fort McPherson (“Reuse Plan”);

WHEREAS, on December 7, 2005, the designation of the Planning LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the Planning LRA published a Notice of Surplus Federal Property to state and local governments, homeless service providers and other interested parties in the Atlanta Journal Constitution on June 4, 2006, and again on June 9, 2006;

WHEREAS, between June 9, 2006 and September 25, 2006, the Planning LRA received Notices of Interest from 22 homeless service providers, indicating their desire to

establish programs to provide assistance and services to homeless persons and families from the communities in the vicinity of Fort McPherson;

WHEREAS, the Planning LRA determined that the Notice of Interest received from Samaritan House dated September 25, 2006, and the Notice of Interest received from Traveler's Aid dated September 22, 2006 (each, an "NOI," and collectively, the "NOIs," attached hereto as Exhibit "A" hereto and incorporated herein by reference), complied with the requirements of the regulations governing the closure and reuse planning of Fort McPherson and the provisions dealing with notices of interest by homeless service providers, as more particularly described at 32 C.F.R. Part 176;

WHEREAS, the LRA is organized to serve as the single entity responsible for implementing the Reuse Plan;

WHEREAS, on October 30, 2009, the designation of the LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the LRA has chosen ACSS (formerly Samaritan House) to operate the programs described in its NOI and has chosen Hope Atlanta (formerly Traveler's Aid) to operate the programming and services portion of the programs requiring office space described in its NOI (collectively, the "Programs") as part of the Reuse Plan for Fort McPherson;

WHEREAS, ACSS (formerly Samaritan House) is a non-profit corporation organized to provide homeless assistance through personalized employment readiness and life stabilization programs and Hope Atlanta (formerly Traveler's Aid) is a non-profit corporation organized to provide emergency transitional shelter with programming and services (including child development services); and

WHEREAS, this Agreement is submitted as a "legally binding agreement" pursuant to 32 C.F.R. Part 176.30(b)(3), and is a component of the homeless assistance submission ("Homeless Assistance Submission") of the Planning LRA for the redevelopment of Fort McPherson, as required by the Enabling Acts and as more specifically required by 32 C.F.R. Part 176.

## **TERMS AND CONDITIONS**

**Section One:** The terms and conditions contained herein are, upon execution by the authorized representatives of the Parties, intended to be binding on the Parties, except as otherwise stated herein, with the express understanding that the implementation of the terms hereof are subject to the completion of the following federal actions: (i) the United States Department of Housing and Urban Development ("HUD") has determined that the Homeless Assistance Submission complies with the provisions of applicable federal regulations, and (ii) DOD, acting by and through the Department of the Army ("Army"), has (a) completed an environmental review of the real property that comprises Fort McPherson, pursuant to the

National Environmental Protection Act (“NEPA”), (b) issued a Record of Decision or other decision document (“NEPA Decision Document”) with respect to Fort McPherson, (c) completed or made provision for the environmental cleanup of Fort McPherson under applicable provisions of federal law, and (d) conveyed fee title, consistent with the Reuse Plan and the terms of this Agreement, to the Designated Homeless Service Facilities, as defined below, to the LRA.

**Section Two:** The LRA has identified Building 168 located at 1641 Hardee Avenue at Fort McPherson, as more specifically described in the form of lease (“Lease”) prescribed by the LRA to be attached hereto as Exhibit “B,” that satisfies the needs of ACSS and Hope Atlanta to carry out the Programs, which include the provision of support services and transitional housing. These facilities shall constitute, subject to the reservations stated herein, the Designated Homeless Service Facilities. ACSS and Hope Atlanta agree that the Programs shall be operated in the Designated Homeless Service Facilities. ACSS and Hope Atlanta further covenant and agree that the services provided under the Programs will exclusively serve homeless persons (“Homeless Persons”) that meet the definition of “homeless persons” under the McKinney-Vento Act (42 U.S.C. sec. 11301 et seq.).

**Section Three:** Upon approval by HUD of the Homeless Assistance Submission and Reuse Plan, completion by the Army of the NEPA Decision Document, issuance by the Army of a Finding of Suitability for Transfer (“FOST”) or Finding of Suitability for Early Transfer (“FOSET”), as applicable, and completion of all other actions necessary for the conveyance of the Designated Homeless Service Facilities consistent with the approved Reuse Plan and the terms of this Agreement, the LRA shall request that the Army transfer the Designated Homeless Service Facilities to the LRA by quitclaim deed at no cost and, subject to such transfer, the LRA shall lease the Designated Homeless Service Facilities pursuant to the Lease at no cost, to a trust of which ACSS and Hope Atlanta are the grantors, sole trustees, and sole beneficiaries (the “Trust”), pursuant to the terms hereof. The Lease shall have a term of forty-nine (49) years with an option to purchase in fee for nominal consideration (\$100.00) at the end of the lease term. If, at any time following the lease of the Designated Homeless Service Facilities to the Trust (i) all, or a substantial portion of the Designated Homeless Service Facilities are abandoned or are not being used to operate the Programs, or (ii) ACSS, Hope Atlanta, or the Trust is not operating the Programs in accordance with the terms of the NOIs or in accordance with changes to the Programs made with the express written consent of the LRA pursuant to Section Five hereof, or (iii) ACSS, Hope Atlanta, or the Trust fails to comply with the provisions of Section Two or Section Six hereof, or (iv) ACSS, Hope Atlanta, or the Trust dissolves or otherwise ceases to function, then the Lease shall be terminated pursuant to provisions more particularly prescribed in the Lease. The LRA shall provide ACSS, Hope Atlanta, and the Trust written notice of such occurrence, and if ACSS, Hope Atlanta, and the Trust cure the noticed deficiency within sixty (60) days of the receipt of said notice pursuant to the terms of the Lease then the Lease shall remain in full force and effect.

**Section Four:** In the event the environmental analysis currently being undertaken by the Army indicates that the Designated Homeless Service Facilities identified in Section Two are not suitable for the intended purpose of carrying out the Programs, the LRA, Samaritan House, and Traveler's Aid agree that they shall make diligent efforts to (i) relocate the Designated Homeless Service Facilities to another location on Fort McPherson, or to other property in the City of Atlanta not within the current boundaries of Fort McPherson, so long as the alternative property is comparable, as determined by the LRA, to the Designated Homeless Service Facilities as to (a) size and condition, (b) proximity to public and private transportation, (c) density and zoning, and (d) availability of utilities; or, alternatively, (ii) arrange for the LRA to pay the Trust an amount sufficient to allow the Trust to purchase an alternative property in the City of Atlanta which is comparable, as determined by the LRA pursuant to the criteria set forth in clauses (a) through (d) above, to the Designated Homeless Service Facilities. Any alternative facilities so selected pursuant to this Section Four shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement. The process for finding an alternative arrangement may be commenced by any of the Parties, upon completion of the Army's NEPA Decision Document, by requesting that specifically identified alternative facilities be designated as the Designated Homeless Service Facilities hereunder. The other Parties shall have the obligation to respond within thirty (30) days to the Party proposing the alternative facilities.

**Section Five:** ACSS and Hope Atlanta acting individually, and by and through the Trust, shall operate the Programs. The scope of the support services to be provided to Homeless Persons under the Programs will include employment readiness services, including life skills workshops, community voice mail, showers, clothing resources, meals, case management and transportation assistance. ACSS and Hope Atlanta may not change the scope of the services to be provided to Homeless Persons under the Programs without the express written consent of the LRA, which consent shall not be unreasonably withheld or delayed if the proposed changes continue to comply with the provisions of 32 C.F.R. Part 176 and the implementation intent and requirements of the Reuse Plan.

**Section Six:** ACSS, Hope Atlanta, and/or the Trust shall be responsible for all costs and expenses associated with the operation and maintenance of the Designated Homeless Service Facilities including common area charges and for the operation of the Programs from the effective date of the Lease (or the date on which the Trust acquires alternative property pursuant to Sections Four or Seven, if applicable). ACSS, Hope Atlanta, and the Trust shall have a period of twelve (12) months from the effective date of the Lease (or the date on which the Trust acquires alternative property pursuant to Sections Four or Seven, if applicable) to begin operating the Programs. Should ACSS, Hope Atlanta, and the Trust fail to begin operating the Programs within the time specified herein, the Lease shall be subject to termination pursuant to the provisions of Section Three above.

**Section Seven:** The LRA retains the option, at anytime prior to the effective date of the Lease and thereafter with the consent of ACSS, Hope Atlanta, and the Trust, to relocate or otherwise provide for the relocation of the Designated Homeless Service Facilities pursuant

to the provisions of clauses (i) and (ii) of Section Four above. Any alternative facilities so selected pursuant to this Section Seven shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement.

**Section Eight:** If the leasehold interest to the Designated Homeless Service Facilities is terminated pursuant to Section Three, the LRA shall, to the maximum extent practicable, take appropriate steps to facilitate the utilization of the Designated Homeless Service Facilities by other homeless provider representatives to house Homeless Persons and operate the Programs. The term “appropriate steps” shall mean providing reasonable public notice of at least ninety (90) days to homeless providers in the vicinity of Fort McPherson of the available facilities and of the types of programs that may qualify as a successor to the Programs, and negotiating in good faith with homeless providers that respond to said notice. If the LRA is unable to reach agreement with a successor homeless provider or providers following good faith negotiations, the LRA shall have no further obligations hereunder.

**Section Nine:** All the rights and obligations of ACSS and Hope Atlanta may not be transferred or assigned without the specific written consent of the LRA.

**Section Ten:** The terms of this Agreement shall be governed by the laws of the State of Georgia and federal law, as applicable.

**Section Eleven:** This Agreement may be amended or terminated by the Parties hereto at any time by written agreement executed by the Parties; provided, however, that this Agreement may be terminated by the LRA prior to the effective date of the Lease of the Designated Homeless Service Facilities to the Trust if either of ACSS or Hope Atlanta has dissolved or otherwise ceases to function.

**Section Twelve:** This Agreement supersedes all prior agreements and understandings between the Parties, written or oral. No claim of waiver, modification, consent or acquiescence with respect to any terms hereof shall be made against a Party by the other Party, except on the basis of a written instrument executed by the Parties.

**Section Thirteen:** All notices hereunder shall be in writing and shall be deemed to have been sent if personally delivered, sent by fax with proof of transmission or sent by certified mail, return receipt requested and postage paid, addressed to:

\_\_\_\_\_  
McPherson Implementing Local Redevelopment Authority

\_\_\_\_\_  
\_\_\_\_\_  
Charles R. Edwards, President & CEO  
Atlanta Center for Self Sufficiency .

75 Peachtree Place NW  
Atlanta, Georgia 30309

Edward T. Powers, Executive Director  
Hope Atlanta  
75 Marietta Street, Suite 400

Atlanta, Georgia 30303

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties has executed or caused this Agreement to be executed as of the date first above written.

MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATLANTA CENTER FOR SELF  
SUFFICIENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HOPE ATLANTA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A  
Notices of Interest

Exhibit B  
Form of Lease



Exhibit C  
LRA Legal Opinion

Exhibit D  
Letter of Agreement

McPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY  
COMMUNITY ADVANCED PRACTICE NURSES, INC.  
SAINT JOSEPH'S MERCY CARE SERVICES, INC.

Legally Binding Agreement for Homeless Service Provider

October 12, 2010

This Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and among the **McPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY** ("LRA"), acting in its capacity as the Local Redevelopment Authority, as recognized by the United States Department of Defense (the "DOD"), for purposes of implementing the redevelopment of Fort McPherson under the Defense Base Closure and Realignment Act of 1990, Pub. L. 101-510, 10 U.S.C. Sec. 2687 note and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Pub.L. 103-421 (the "Enabling Acts"), **COMMUNITY ADVANCED PRACTICE NURSES, INC.**, a Georgia non-profit corporation ("CAPN"), and **SAINT JOSEPH'S MERCY CARE SERVICES, INC.**, a Georgia non-profit corporation ("Saint Joseph's"). The LRA, CAPN, and Saint Joseph's are collectively referred to herein as the "Parties."

**WITNESSETH**

WHEREAS, effective on November 9, 2005, the Base Closure and Realignment Commission voted to close the U.S. Army Base located at Fort McPherson, Georgia ("Fort McPherson");

WHEREAS, the McPherson Planning Local Redevelopment Authority, Inc. (the "Planning LRA") is a non-profit corporation organized to serve as the single entity responsible for identifying local redevelopment needs and preparing a reuse plan for Fort McPherson ("Reuse Plan");

WHEREAS, on December 7, 2005, the designation of the Planning LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the Planning LRA published a Notice of Surplus Federal Property to state and local governments, homeless service providers and other interested parties in the Atlanta Journal Constitution on June 4, 2006, and again on June 9, 2006;

WHEREAS, between June 9, 2006 and September 25, 2006, the Planning LRA received Notices of Interest from 22 homeless service providers, indicating their desire to establish programs to provide assistance and services to homeless persons and families from the communities in the vicinity of Fort McPherson;

WHEREAS, the Planning LRA determined that the Notice of Interest received from CAPN and Saint Joseph's dated September 22, 2006 (the "NOI") complied with the

requirements of the regulations governing the closure and reuse planning of Fort McPherson and the provisions dealing with notices of interest by homeless service providers, as more particularly described at 32 C.F.R. Part 176;

WHEREAS, the LRA is organized to serve as the single entity responsible for implementing the Reuse Plan;

WHEREAS, on October 30, 2009, the designation of the LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the LRA has chosen CAPN and Saint Joseph's to operate the supportive and medical care portion of the programs (the "Programs") described in the NOI (attached as Exhibit "A" hereto and incorporated herein by reference) as part of the Reuse Plan for Fort McPherson;

WHEREAS, CAPN is a non-profit corporation organized to provide free physical, mental and preventive health care to homeless and medically underserved individuals and families, and Saint Joseph's is a non-profit corporation organized to provide primary medical care; and

WHEREAS, this Agreement is submitted as a "legally binding agreement" pursuant to 32 C.F.R. Part 176.30(b)(3), and is a component of the homeless assistance submission ("Homeless Assistance Submission") of the Planning LRA for the redevelopment of Fort McPherson, as required by the Enabling Acts and as more specifically required by 32 C.F.R. Part 176.

### **TERMS AND CONDITIONS**

**Section One:** The terms and conditions contained herein are, upon execution by the authorized representatives of the Parties, intended to be binding on the Parties, except as otherwise stated herein, with the express understanding that the implementation of the terms hereof are subject to the completion of the following federal actions: (i) the United States Department of Housing and Urban Development ("HUD") has determined that the Homeless Assistance Submission complies with the provisions of applicable federal regulations, and (ii) DOD, acting by and through the Department of the Army ("Army"), has (a) completed an environmental review of the real property that comprises Fort McPherson, pursuant to the National Environmental Protection Act ("NEPA"), (b) issued a Record of Decision or other decision document ("NEPA Decision Document") with respect to Fort McPherson, (c) completed or made provision for the environmental cleanup of Fort McPherson under applicable provisions of federal law, and (d) conveyed fee title, consistent with the Reuse Plan and the terms of this Agreement, to the Designated Homeless Service Facilities, as defined below, to the LRA.

**Section Two:** The LRA has identified Building 167 located at 1655 Howe Street at Fort McPherson, as more specifically described in the form of lease ("Lease") prescribed by

the LRA to be attached hereto as Exhibit "B," that satisfies the needs of CAPN and Saint Joseph's to carry out the Programs. These facilities shall constitute, subject to the reservations stated herein, the Designated Homeless Service Facilities. CAPN and Saint Joseph's covenant and agree that (i) the Programs shall be operated in the Designated Homeless Service Facilities, and (ii) the Programs will exclusively serve homeless persons ("Homeless Persons") who meet the definition of "homeless persons" under the McKinney-Vento Act (42 U.S.C. sec. 11301 et seq.).

**Section Three:** Upon approval by HUD of the Homeless Assistance Submission and Reuse Plan, completion by the Army of the NEPA Decision Document, issuance by the Army of a Finding of Suitability for Transfer ("FOST") or Finding of Suitability for Early Transfer ("FOSET"), as applicable, and completion of all other actions necessary for the conveyance of the Designated Homeless Service Facilities consistent with the approved Reuse Plan and the terms of this Agreement, the LRA shall request that the Army transfer the Designated Homeless Service Facilities to the LRA by quitclaim deed at no cost and, subject to such transfer, upon at least sixty (60) days prior written notice to CAPN and Saint Joseph's, the LRA shall lease the Designated Homeless Service Facilities pursuant to the Lease at no cost, to a trust of which CAPN and Saint Joseph's are the grantors, sole trustees, and sole beneficiaries (the "Trust"), pursuant to the terms hereof. The Lease shall have a term of forty-nine (49) years with an option to purchase in fee for nominal consideration (\$100.00) at the end of the lease term. If, at any time following the lease of the Designated Homeless Service Facilities to the Trust (i) all, or a substantial portion of the Designated Homeless Service Facilities are abandoned or are not being used to operate the Programs, or (ii) CAPN, Saint Joseph's, or the Trust is not operating the Programs in accordance with the terms of the NOI or in accordance with changes to the Programs made with the express written consent of the LRA pursuant to Section Five hereof, or (iii) CAPN, Saint Joseph's, or the Trust fails to comply with the provisions of Section Two, Section Five or Section Six hereof, or (iv) CAPN, Saint Joseph's, or the Trust dissolves or otherwise ceases to function, then the Lease shall be terminated pursuant to provisions more particularly prescribed in the Lease. The LRA shall provide CAPN, Saint Joseph's, and the Trust written notice of such occurrence and if CAPN, Saint Joseph's, and the Trust cure the noticed deficiency within sixty (60) days of the receipt of said notice, pursuant to the terms of the Lease then the Lease shall remain in full force and effect.

**Section Four:** In the event the environmental analysis currently being undertaken by the Army indicates that the Designated Homeless Service Facilities identified in Section Two are not suitable for the intended purpose of carrying out the Programs, the LRA, CAPN, and Saint Joseph's agree that they shall make diligent efforts to (i) relocate the Designated Homeless Service Facilities to another location on Fort McPherson, or to other property in the City of Atlanta not within the current boundaries of Fort McPherson, so long as the alternative property is comparable, as determined by the LRA, to the Designated Homeless Service Facilities as to (a) size and condition, (b) proximity to public and private transportation, (c) density and zoning, and (d) availability of utilities; or, alternatively, (ii) arrange for the LRA to pay the Trust an amount sufficient to allow the Trust to purchase an alternative property in

the City of Atlanta which is comparable, as determined by the LRA pursuant to the criteria set forth in clauses (a) through (d) above, to the Designated Homeless Service Facilities. Any alternative facilities so selected pursuant to this Section Four shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement. The process for finding an alternative arrangement may be commenced by any of the Parties, upon completion of the Army's NEPA Decision Document, by requesting that specifically identified alternative facilities be designated as the Designated Homeless Service Facilities hereunder. The other Parties shall have the obligation to respond within thirty (30) days to the Party proposing the alternative facilities.

**Section Five:** CAPN and Saint Joseph's acting individually, and by and through the Trust, shall operate the Programs. The scope of services under the Programs will include the provision of medical care to Homeless Persons. CAPN and Saint Joseph's may not change the scope of the services to be provided to Homeless Persons under the Programs without the express written consent of the LRA, which consent shall not be unreasonably withheld or delayed if the proposed changes continue to comply with the provisions of 32 C.F.R. Part 176 and the implementation intent and requirements of the Reuse Plan.

**Section Six:** CAPN, Saint Joseph's, and/or the Trust shall be responsible for all costs and expenses associated with the operation and maintenance of the Designated Homeless Service Facilities, including common area charges and for the operation of the Programs from the effective date of the Lease (or the date on which the Trust acquires alternative property pursuant to Sections Four or Seven, if applicable). CAPN, Saint Joseph's, and the Trust shall have a period of twelve (12) months from the effective date of the Lease (or the date on which the Trust acquires alternative property pursuant to Sections Four or Seven, if applicable) to begin operating the Programs. Should CAPN, Saint Joseph's, and the Trust fail to begin operating the Programs within the time specified herein, the Lease shall be subject to termination pursuant to the provisions of Section Three above.

**Section Seven:** The LRA retains the option, at anytime prior to the conveyance of the Designated Homeless Services Facilities to the Trust, and thereafter with the consent of CAPN, Saint Joseph's, and the Trust, to relocate or otherwise provide for the relocation of the Designated Homeless Service Facilities pursuant to the provisions of clauses (i) and (ii) of Section Four above. Any alternative facilities so selected pursuant to this Section Seven shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement.

**Section Eight:** If the leasehold interest to the Designated Homeless Service Facilities is terminated pursuant to Section Three, the LRA shall, to the maximum extent practicable, take appropriate steps to facilitate the utilization of the Designated Homeless Service Facilities by other homeless provider representatives to operate the Programs. The term "appropriate steps" shall mean providing reasonable public notice of at least ninety (90) days to homeless providers in the vicinity of Fort McPherson of the available facilities and of the types of programs that may qualify as a successor to the Programs, and negotiating in

good faith with homeless providers that respond to said notice. If the LRA is unable to reach agreement with a successor homeless provider or providers following good faith negotiations, the LRA shall have no further obligations hereunder.

**Section Nine:** All the rights and obligations of Saint Joseph's and CAPN under this Agreement may not be transferred or assigned without the specific written consent of the LRA; provided, however, that either of Saint Joseph's and CAPN may assign this Agreement and all obligations hereunder to a legal entity which is owned by any or all of Saint Joseph's and CAPN, without the prior written consent of LRA.

**Section Ten:** The terms of this Agreement shall be governed by the laws of the State of Georgia and federal law, as applicable.

**Section Eleven:** This Agreement may be amended or terminated by the Parties hereto at any time by written agreement executed by the Parties. Saint Joseph's or CAPN may elect to terminate their respective obligations under this Agreement, without cause and without cost to the terminating party, at any time prior to the effective date of the Lease of the Designated Homeless Services Facilities to the Trust upon sixty (60) days prior to written notice to the other Parties. This Agreement may be terminated by the LRA, without cause and without cost to the terminating party, at any time prior to the effective date of the Lease of the Designated Homeless Service Facilities to the Trust if CAPN or Saint Joseph's is dissolved or otherwise ceases to function.

**Section Twelve:** This Agreement supersedes all prior agreements and understandings between the Parties, written or oral. No claim of waiver, modification, consent or acquiescence with respect to any terms hereof shall be made against a Party by the other Party, except on the basis of a written instrument executed by the Parties.

**Section Thirteen:** All notices hereunder shall be in writing and shall be deemed to have been sent if personally delivered, sent by fax with proof of transmission or sent by certified mail, return receipt requested and postage paid, addressed to:

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McPherson Implementing Local Redevelopment Authority

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Mr. Tom Andrews, President  
Saint Joseph's Mercy Care Services, Inc.  
424 Decatur Street  
Atlanta, Georgia 30312-1848

Ms. Connie Buchanan MS, NP-C. FNP

Community Advanced Practice Nurses, Inc.  
1030 Lanier Boulevard, NE  
Atlanta, GA 30306-3511

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties has executed or caused this Agreement to be executed as of the date first above written.

MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMUNITY ADVANCED PRACTICE  
NURSES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAINT JOSEPH'S MERCY CARE SERVICES,  
INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A  
Notice of Interest

Exhibit B

Form of Lease Exhibit C

LRA Legal Opinion

Exhibit D

Letter of Agreement

McPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY

CHRIS Kids, Inc.

Legally Binding Agreement for Homeless Service Provider

October 12, 2010

This Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and among the **McPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY** ("LRA"), acting in its capacity as the Local Redevelopment Authority, as recognized by the United States Department of Defense (the "DOD"), for purposes of implementing the redevelopment of Fort McPherson under the Defense Base Closure and Realignment Act of 1990, Pub. L. 101-510, 10 U.S.C. Sec. 2687 note and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Pub.L. 103-421 (the "Enabling Acts"), and **CHRIS Kids, Inc.** a Georgia non-profit corporation ("CHRIS Kids"). The LRA and CHRIS Kids are collectively referred to herein as the "Parties."

**WITNESSETH**

WHEREAS, effective on November 9, 2005, the Base Closure and Realignment Commission voted to close the U.S. Army Base located at Fort McPherson, Georgia ("Fort McPherson");

WHEREAS, the McPherson Planning Local Redevelopment Authority, Inc. (the "Planning LRA") is a non-profit corporation organized to serve as the single entity responsible for identifying local redevelopment needs and preparing a reuse plan for Fort McPherson ("Reuse Plan");

WHEREAS, on December 7, 2005, the designation of the Planning LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the Planning LRA published a Notice of Surplus Federal Property to state and local governments, homeless service providers and other interested parties in the Atlanta Journal Constitution on June 4, 2006, and again on June 9, 2006;

WHEREAS, between June 9, 2006 and September 25, 2006, the Planning LRA received Notices of Interest from 22 homeless service providers, indicating their desire to establish programs to provide assistance and services to homeless persons and families from the communities in the vicinity of Fort McPherson;

WHEREAS, the Planning LRA determined that the Notice of Interest received from Chris Kids dated September 22, 2006 (the "NOI") complied with the requirements of the regulations governing the closure and reuse planning of Fort McPherson and the provisions

dealing with notices of interest by homeless service providers, as more particularly described at 32 C.F.R. Part 176;

WHEREAS, the LRA is organized to serve as the single entity responsible for implementing the Reuse Plan;

WHEREAS, on October 30, 2009, the designation of the LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the LRA has chosen CHRIS Kids to operate the Chris Kids Rainbow Program, which provides transitional living and counseling opportunities for homeless gay, lesbian, bisexual and transgender youth (the “Programs”) as described in the NOI (attached as Exhibit “A” hereto and incorporated herein by reference) as part of the Reuse Plan for Fort McPherson;

WHEREAS, CHRIS Kids is a non-profit corporation organized to provide temporary shelter and supportive services to homeless youth; and

WHEREAS, this Agreement is submitted as a “legally binding agreement” pursuant to 32 C.F.R. Part 176.30(b)(3), and is a component of the homeless assistance submission (“Homeless Assistance Submission”) of the Planning LRA for the redevelopment of Fort McPherson, as required by the Enabling Acts and as more specifically required by 32 C.F.R. Part 176.

## **TERMS AND CONDITIONS**

**Section One:** The terms and conditions contained herein are, upon execution by the authorized representatives of the Parties, intended to be binding on the Parties, except as otherwise stated herein, with the express understanding that the implementation of the terms hereof are subject to the completion of the following federal actions: (i) the United States Department of Housing and Urban Development (“HUD”) has determined that the Homeless Assistance Submission complies with the provisions of applicable federal regulations, and (ii) DOD, acting by and through the Department of the Army (“Army”), has (a) completed an environmental review of the real property that comprises Fort McPherson, pursuant to the National Environmental Protection Act (“NEPA”), (b) issued a Record of Decision or other decision document (“NEPA Decision Document”) with respect to Fort McPherson, (c) completed or made provision for the environmental cleanup of Fort McPherson under applicable provisions of federal law, and (d) conveyed fee title, consistent with the Reuse Plan and the terms of this Agreement, to the Designated Homeless Service Facilities, as defined below, to the LRA.

**Section Two:** The LRA has identified Buildings 409 and 410 (sixteen (16) single family units) located at 1416 Thorne Avenue and 1762 Michael Place at Fort McPherson, as more specifically described in the form of year to year lease (“Lease”) prescribed by the LRA and attached hereto as Exhibit “B,” that satisfies the needs of CHRIS Kids to carry out the

Programs. These facilities shall constitute, subject to the reservations stated herein, the Designated Homeless Service Facilities. CHRIS Kids covenants and agrees that (i) the Programs shall be operated in the Designated Homeless Service Facilities, and (ii) the Programs will exclusively serve homeless persons ("Homeless Persons") who meet the definition of "homeless persons" under the McKinney-Vento Act (42 U.S.C. sec. 11301 et seq.).

**Section Three:** Upon approval by HUD of the Homeless Assistance Submission and Reuse Plan, completion by the Army of the NEPA Decision Document, issuance by the Army of a Finding of Suitability for Transfer ("FOST") or Finding of Suitability for Early Transfer ("FOSET"), as applicable, and completion of all other actions necessary for the conveyance of the Designated Homeless Service Facilities consistent with the approved Reuse Plan and the terms of this Agreement, the LRA shall request that the Army transfer the Designated Homeless Service Facilities to the LRA by quitclaim deed at no cost and, subject to such transfer, upon at least sixty (60) days prior written notice to CHRIS Kids, the LRA shall lease the Designated Homeless Service Facilities pursuant to the Lease at no cost, to CHRIS Kids pursuant to the terms hereof. If, at any time following the lease of the Designated Homeless Service Facilities to CHRIS Kids (i) all, or a substantial portion of the Designated Homeless Service Facilities are abandoned or are not being used to operate the Programs, or (ii) CHRIS Kids is not operating the Programs in accordance with the terms of the NOI or in accordance with changes to the Programs made with the express written consent of the LRA pursuant to Section Five hereof, or (iii) CHRIS Kids fails to comply with the provisions of Section Two, Section Five or Section Six hereof, or (iv) CHRIS Kids dissolves or otherwise ceases to function, then the Lease shall be terminated pursuant to provisions more particularly prescribed in the Lease. The LRA shall provide CHRIS Kids written notice of such occurrence and if CHRIS Kids cures the noticed deficiency within sixty (60) days of the receipt of said notice pursuant to the terms of the Lease, then the Lease shall remain in full force and effect.

**Section Four:** In the event the environmental analysis currently being undertaken by the Army indicates that the Designated Homeless Service Facilities identified in Section Two are not suitable for the intended purpose of carrying out the Programs, the LRA and CHRIS Kids agree that they shall make diligent efforts to (i) relocate the Designated Homeless Service Facilities to another location on Fort McPherson, or to other property in the City of Atlanta not within the current boundaries of Fort McPherson, so long as the alternative property is comparable, as determined by the LRA, to the Designated Homeless Service Facilities as to (a) size and condition, (b) proximity to public and private transportation, (c) density and zoning, and (d) availability of utilities; or, alternatively, (ii) arrange for the LRA to pay the CHRIS Kids an amount sufficient to allow CHRIS Kids to lease for not more than one (1) year an alternative property in the City of Atlanta on a year to year basis which is comparable, as determined by the LRA pursuant to the criteria set forth in clauses (a) through (d) above, to the Designated Homeless Service Facilities. Any alternative facilities so selected pursuant to this Section Four shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement. The process for finding an alternative

arrangement may be commenced by any of the Parties, upon completion of the Army's NEPA Decision Document, by requesting that specifically identified alternative facilities be designated as the Designated Homeless Service Facilities hereunder. The other Party shall have the obligation to respond within thirty (30) days to the Party proposing the alternative facilities.

**Section Five:** CHRIS Kids shall operate the Programs. The scope of services under the Programs will include the provision of transitional housing and support services to Homeless Persons. CHRIS Kids may not change the scope of the transitional housing and support services to be provided to Homeless Persons under the Programs without the express written consent of the LRA, which consent shall not be unreasonably withheld or delayed if the proposed changes continue to comply with the provisions of 32 C.F.R. Part 176 and the implementation intent and requirements of the Reuse Plan.

**Section Six:** CHRIS Kids shall be responsible for all costs and expenses associated with the operation and maintenance of the Designated Homeless Service Facilities, including common area charges, and for the operation of the Programs from the effective date of the Lease (or the date on which CHRIS Kids leases alternative property pursuant to Sections Four or Seven, if applicable). CHRIS Kids shall have a period of one (1) month from the effective date of the Lease (or the date on which CHRIS Kids leases alternative property pursuant to Sections Four or Seven, if applicable) to begin operating the Programs. Should CHRIS Kids fail to begin operating the Programs within the time specified herein, the Lease shall be subject to termination pursuant to the provisions of Section Three above.

**Section Seven:** The LRA retains the option, at anytime prior to the effective date of the Lease, and thereafter with the consent of CHRIS Kids to relocate or otherwise provide for the relocation of the Designated Homeless Service Facilities pursuant to the provisions of clauses (i) and (ii) of Section Four above. Any alternative facilities so selected pursuant to this Section Seven shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement.

**Section Eight:** If the leasehold interest to the Designated Homeless Service Facilities is terminated pursuant to Section Three, the LRA shall, to the maximum extent practicable, take appropriate steps to facilitate the utilization of the Designated Homeless Service Facilities by other homeless provider representatives to operate the Programs. The term "appropriate steps" shall mean providing reasonable public notice of at least ninety (90) days to homeless providers in the vicinity of Fort McPherson of the available facilities and of the types of programs that may qualify as a successor to the Programs, and negotiating in good faith with homeless providers that respond to said notice. If the LRA is unable to reach agreement with a successor homeless provider or providers following good faith negotiations, the LRA shall have no further obligations hereunder.

**Section Nine:** All the rights and obligations of CHRIS Kids under this Agreement may not be transferred or assigned without the specific written consent of the LRA; provided,

however, that CHRIS Kids may assign this Agreement and all obligations hereunder to a legal entity which is owned by CHRIS Kids without the prior written consent of LRA.

**Section Ten:** The terms of this Agreement shall be governed by the laws of the State of Georgia and federal law, as applicable.

**Section Eleven:** This Agreement may be amended or terminated by the Parties hereto at any time by written agreement executed by the Parties. CHRIS Kids may elect to terminate its obligations under this Agreement, without cause and without cost to the terminating party, at any time prior to the effective date of the Lease of the Designated Homeless Services Facilities to CHRIS Kids upon sixty (60) days prior to written notice to the other Party. This Agreement may be terminated by the LRA, without cause and without cost to the terminating party, at any time prior to the effective date of the Lease of the Designated Homeless Service Facilities to CHRIS Kids if CHRIS Kids is dissolved or otherwise ceases to function.

**Section Twelve:** This Agreement supersedes all prior agreements and understandings between the Parties, written or oral. No claim of waiver, modification, consent or acquiescence with respect to any terms hereof shall be made against a Party by the other Party, except on the basis of a written instrument executed by the Parties.

**Section Thirteen:** All notices hereunder shall be in writing and shall be deemed to have been sent if personally delivered, sent by fax with proof of transmission or sent by certified mail, return receipt requested and postage paid, addressed to:

\_\_\_\_\_  
McPherson Implementing Local Redevelopment Authority  
\_\_\_\_\_  
\_\_\_\_\_

Mr. Jacien Steele, Chairman  
CHRIS Kids, Inc.  
3111 Clairmont Road, Suite B  
Atlanta, Georgia 30329

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties has executed or caused this Agreement to be executed as of the date first above written.

MCPHERSON IMPLEMENTING LOCAL  
REDEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



CHRIS Kids, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
Notice of Interest

Exhibit B

Form of Lease

Exhibit C  
LRA Legal Opinion

Exhibit D

Letter of Agreement