

# MEMORANDUM

Agenda Item No. 14(A)(8)

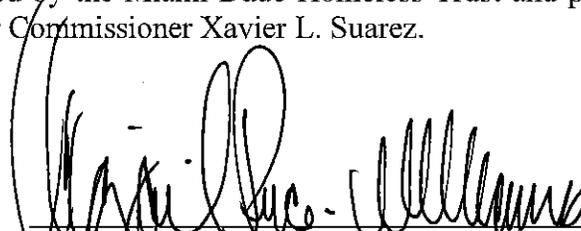
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** September 20, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution authorizing designated purchase of homeless emergency housing and services in accordance with section 2-8.1 (b)(3) of the Code by a two-thirds vote of the Board members present; authorizing additional time up to 10 years with two five year options to renew; approving terms of and authorizing the County Mayor to execute a renewal and amendment of agreement for services with Chapman Partnership, Inc. with a term of 10 years and two five year options to renew and an average operations expense of approximately \$10,643,781.00 annually, plus needed capital expenses for the continuation of emergency housing and services for the homeless; and authorizing the County Mayor to exercise all rights contained therein pursuant to section 2-8.1 and Implementing Order No. 3-38

The accompanying resolution was prepared by the Miami-Dade Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams  
County Attorney

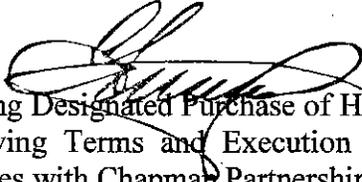
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# Memorandum



**Date:** September 20, 2016

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing Designated Purchase of Homeless Emergency Housing and Services and Approving Terms and Execution of a Renewal and Amendment Agreement for Services with Chapman Partnership, Inc.

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the designated purchase of homeless emergency housing and services for a period not to exceed 10 years, with two (2) five-year options to renew in accordance with Section 2-8.1(b)(3) of the Code of Miami-Dade County. Approval of a designated purchase is being requested to authorize the County Mayor or the County Mayor's designee to execute a Renewal and Amendment of Agreement for Services (Attachment 1) with Chapman Partnership, Inc. (Chapman) for a term of 10 years with two (2), five-year renewal options, and with an average operations expense of \$10,643,781.00 annually, plus needed capital expenses for the maintenance of the properties, subject to approval by the Homeless Trust; and authorize the County Mayor or the County Mayor's designee to exercise all provisions contained therein consistent with Section 2-8.1 (b)(3) of the Code of Miami-Dade County and Implementing Order No. 3-38.

## **Scope**

The impact of this item is countywide in nature as it serves the homeless men, women, and children throughout Miami-Dade County.

## **Fiscal Impact/Funding Source**

The Food and Beverage Tax, 85 percent of which is dedicated to homelessness, helps to support the capital and operating needs of Chapman. The Food and Beverage Tax has averaged a yearly collection amount of \$16,984,807.00 over the past five (5) years for the Miami-Dade Homeless Trust (Trust), the lead agency for Miami-Dade County's Continuum of Care, in support of homeless services. Operating and capital expenditures to support both Homeless Assistance Centers (North and South) operated by Chapman have averaged \$8,909,028.00 a year for the past five (5) years. Using this average annual operating expense as a baseline and assuming a two (2) percent expenditure increase per year, it is forecasted that over the 20-year term of the Service Agreement between Chapman and the County (Agreement) (Attachment 2), a total of approximately \$212,875,623.00 will be expended with an annual average expense of \$10,643,78.00.

In addition to operating expenses, annual capital fund expenses are anticipated to maintain and repair both facilities. Over the past five (5) fiscal years, an average of \$419,646.00 has

been expended for capital repairs to both facilities. However, this average includes repairs such as the re-roofing of Chapman Center North in FY 2014-15 which will not be an annual expense. Adjusting for these repairs, which will not occur on an annual basis, it is forecasted that over the 20-year term of this agreement, a total of \$5,000,000.00 will be expended for capital repairs and facilities maintenance at both Chapman centers.

Since its inception, Chapman has also given \$5,400,000.00 back to the Trust to help fill unmet Continuum of Care needs.

**Track Record/Monitor**

The Executive Director of the Trust, Victoria Mallette, shall be the Contract Administrator for the County.

**Background**

Chapman is the non-profit, private-sector partner of the Miami-Dade County Trust, chosen competitively in 1993 as a key partner in the implementation of the Community Homeless Plan (Plan), which was adopted unanimously by the Board on May 3, 1994. The Plan is the controlling policy for the expenditure of Food and Beverage Tax proceeds dedicated to ending homelessness. Alvah Chapman, the late Chairman and CEO of Knight Ridder newspapers, for whom Chapman is named, was among the first to address the issue of homelessness in Miami-Dade County. Appointed by Governor Lawton Chiles as Chairman of the Governor's Commission on Homeless in Miami-Dade County, Mr. Chapman was instrumental in leading the effort to create a dedicated source of funding to address homelessness in the community and the creation of public-private partnership with the Trust which continues today.

Since 1993, Chapman, Inc., formerly known as Community Partnership for Homeless, has designed, sited, constructed, and currently operates two (2) homeless assistance centers consisting of a total of 800 beds. More than 103,401 men, women, and children have come through its doors since its inception, and it has provided a full range of services including health care, psychiatric services, a mobile dental unit, Head Start facilities, Family Resource Centers, employment assistance, on-site educational program, and partnerships with providers of ancillary services. The existing Agreement between Chapman and the County was extended through December 13, 2023 with the approval of the Trust Board on October 25, 2013. As stated in the original agreement, the initial term was for five (5) years, and renewable for five (5) consecutive five year terms, at the option of the Trust. As part of the agreement, Chapman raises private sector funds, which, together with the Food and Beverage Tax, help carry out the Plan.

Chapman's partnership with the Trust is also made possible through a long-term land lease with the School Board of Miami-Dade County (School Board), which was first entered into on May 5, 1994. The term of the lease agreement is for 40 years through 2034, with an option of one (1) additional 10-year term, which would extend the agreement through 2044.

Over the past 20 years, the unsheltered homeless population has been reduced from more than 8,000 persons to fewer than 1,000 individuals, a reduction of 88 percent. Chapman is one of

only 12 non-profits in the City of Miami with a 4-star rating from Charity Navigator. Chapman also serves approximately 75 percent of all homeless families within the Continuum of Care. Chapman has met all of the obligations of the existing Agreement as the private sector partner of the Trust. Both Chapman facilities provide services for stabilizing and progressing homeless persons to the next appropriate step on their road to self-sufficiency. Chapman has been responsive to the changing needs of the Continuum of Care, has participated actively in Trust committees and discussions regarding the Community Homeless Plan implementation, and remains committed to its mission of working to end homelessness in our community.

On March 28, 2016, the Trust Board unanimously approved a continued partnership with Chapman and an extension of the Agreement to allow Chapman to continue to operate its centers. The extension and the execution of the Agreement will also align the Agreement with the land lease agreement between Chapman and the School Board. Solidifying these partnerships is the key to ensuring the Trust's longstanding partner has a home, and the ability to continue leveraging private sector support to end homelessness. The County's exercise of the two (2) five-year renewal options, will be contingent upon the School Board, together with Chapman, exercising its 10-year renewal option on the land lease agreement at Chapman North, located at 1550 North Miami Avenue, through 2044. For these reasons, it is in the best interest of the County to continue its partnership with Chapman for the provision of homeless housing and services.



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Russell Benford  
Deputy Mayor

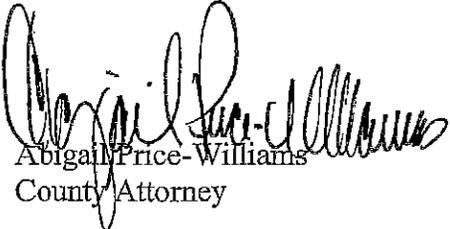


# MEMORANDUM

(Revised)

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

**DATE:** September 20, 2016

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(8)

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(8)  
9-20-16

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

RESOLUTION AUTHORIZING DESIGNATED PURCHASE OF HOMELESS EMERGENCY HOUSING AND SERVICES IN ACCORDANCE WITH SECTION 2-8.1 (B)(3) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING ADDITIONAL TIME UP TO 10 YEARS WITH TWO FIVE YEAR OPTIONS TO RENEW; APPROVING TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A RENEWAL AND AMENDMENT OF AGREEMENT FOR SERVICES WITH CHAPMAN PARTNERSHIP, INC. WITH A TERM OF 10 YEARS AND TWO FIVE YEAR OPTIONS TO RENEW AND AN AVERAGE OPERATIONS EXPENSE OF APPROXIMATELY \$10,643,781.00 ANNUALLY, PLUS NEEDED CAPITAL EXPENSES FOR THE CONTINUATION OF EMERGENCY HOUSING AND SERVICES FOR THE HOMELESS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN PURSUANT TO SECTION 2-8.1 AND IMPLEMENTING ORDER NO. 3-38

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

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

**Section 1.** This Board finds it is in the best interest of Miami-Dade County and hereby authorizes a designated purchase of homeless emergency housing and services for a period not to exceed 10 years, with two five year options to renew in accordance with Section 2-8.1(b)(3) of the Code of Miami-Dade County Florida by a two-thirds vote of this Board's members present.

**Section 2.** This Board approves terms of and authorizes the County Mayor or the County Mayor's designee, following approval by the County Attorney's Office, to execute a Renewal and Amendment of Agreement for Services, in substantially the form attached hereto as Attachment 1 and incorporated herein by reference, with Chapman Partnership, Inc. for the continuation of emergency housing and services for a period of 10 years with two five year options to renew and with an average operations expense of \$10,643,781.00 annually, plus needed capital expenses for the maintenance of the properties, subject to approval by the Homeless Trust. The County Mayor or the County Mayor's designee is further authorized to exercise all provisions contained therein consistent with Section 2-8.1 (b)(3) of the Code of Miami-Dade County and Implementing Order No. 3-38.

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

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

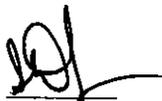
The Chairperson thereupon declared the resolution duly passed and adopted this 20<sup>th</sup> day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Shannon D. Summerset-Williams



**Miami-Dade County through its Homeless Trust**

**With**

**Chapman Partnership, Inc.,**

**Renewal and Amendment of Agreement for Services**

**Homeless Emergency Shelter and Services**

**RENEWAL AND AMENDMENT OF AGREEMENT FOR SERVICES**

**THIS RENEWAL AND AMENDMENT OF AGREEMENT OF SERVICES** (the "Renewal") is made as of \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Miami-Dade County, through the Homeless Trust ("County") and Chapman Partnership, Inc., a Florida not for Profit Corporation previously known as Community Partnership for Homeless, Inc., ("Partnership").

**WHEREAS**, on June 28, 2011, Community Partnership for Homeless, Inc. filed Articles of Amendment with the Florida Department of State Division of Corporations and changed its name to Chapman Partnership, Inc.; and

**WHEREAS**, as of December 14, 1993, the County and the Partnership entered into an Agreement for Services, as renewed and amended by Renewal and Amendment Agreement for Services, dated as of April 1, 1998, as renewed and amended by the Second Renewal and Amendment of Agreement for Services, dated as of December 2, 2003, which renewal combined two (2) terms, extending the Agreement until December 16, 2013, as renewed and amended by the Renewal and Amendment of Agreement for Services, dated as of March 13, 2014, which renewal combined two (2) terms, extending the Agreement until December 13, 2023 ("the Agreement"); and

**WHEREAS**, the Agreement provides among other provisions, the responsibilities of the Partnership to construct and operate two Centers, provide services and to raise Private Funds to benefit and further the interests of homeless persons in accordance with the Plan; and

**WHEREAS**, the Agreement provides for certain rights and responsibilities of the County and the Partnership; and

**WHEREAS**, pursuant to Section 1-4.4 of the Code of Miami-Dade County, the County Mayor or Mayor's designee is authorized to execute amendments to the Agreement; and

**WHEREAS**, the County and the Partnership wish to renew and amend the Agreement,

**NOW, THEREFORE, BE IT RESOLVED**, for and in consideration of the mutual agreements between the County and the Partnership, the receipt and sufficiency of which are hereby acknowledged, that the County and the Partnership further amend the Agreement as follows in this Final Renewal and Amendment of Agreement for Services:

## RECITALS

The foregoing recitals are true and correct and constitute part of this Final Renewal and Amendment of Agreement for Services.

## RATIFICATION OF THE AGREEMENT

Other than as expressly modified or amended heretofore or herein, all terms and conditions of the Agreement as previously amended shall remain in full force and effect.

## AMENDMENT

**Section 3 "Term of the Agreement."** is hereby amended to add the following language:

Pursuant to the written request of the Partnership and agreement by the County, the Agreement is hereby renewed and extended, effective as of \_\_\_\_\_, 2016, until December 15, 2033. The Agreement is renewable for two (2) five (5) year terms permitting an extension of this Agreement until December 15, 2043.

**Section 13 "Indemnification."** is hereby amended as follows:

Partnership shall indemnify and hold harmless the County from any liability, claims or losses incurred by County in favor of third parties resulting from the disbursement of the Agreement proceeds to Partnership or from the condition of the Premises, whether arising during or after the term of the Agreement, whether as a result of a claim made under this Agreement, by the County under this Agreement or otherwise. The Partnership shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Partnership or its employees, agents, servants, partners principals or subcontractors. Partnership shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Partnership expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Partnership shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision shall survive the expiration or earlier

termination of the Agreement and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.

**EFFECTIVE DATE**

The effective Date of this Renewal and Amendment of Agreement for Services is the \_\_\_\_\_ of \_\_\_\_\_, 2016.

**SIGNATURE ON NEXT PAGE**



**ATTACHMENTS**

## Memorandum



**Date:** March 18, 2016

**To:** Miami-Dade County Homeless Trust Board Members

**From:** Victoria Mallette, Executive Director  
Miami-Dade County Homeless Trust *V. Mallette*

**Subject:** Renewal/Extension of Agreement – Chapman Partnership

**BACKGROUND**

Pursuant to County legislation approving the Miami-Dade County Community Homeless Plan (Plan) and the Miami-Dade County Homeless Trust, a competitive process was initiated in 1993 to select a private-sector partner to assist in the implementation of the Plan. In December 1993, Miami-Dade County, through the Miami-Dade County Homeless Trust, entered into an agreement with the Community Partnership for the Homeless, now known as Chapman Partnership, Inc., for the siting, design, construction and operation of up to three (3) homeless assistance centers, and to raise private-sector funds in support of the Plan. The term of the public/private partnership was for five (5) years, with five (5) consecutive five-year terms available for renewal (see Attachment A from original agreement).

Chapman Partnership built and currently operates two Homeless Assistance Centers (HACs): Chapman North, with 500 shelter beds, and Chapman South, with 300 beds and a pet shelter. Chapman Partnership supports our cold weather/emergency placement program, facilitating additional placements, as needed. Chapman Partnership also provides two beds per day for Pottinger clients placed by City of Miami Police. Chapman operates under the requirements of our Standards of Care and Performance Measures, and participates in the Homeless Management Information System (HMIS).

In 1998, the County and Chapman Partnership entered into a Renewal and Amendment of Agreement for Services, renewing the operating agreement for an additional five (5) years until 2003. In addition to the renewal, the amendment acknowledged that no third facility was contemplated or required of Chapman Partnership. Prior to the expiration of the first extension period in 2003, the County exercised its renewal options and approved two (2) five-year renewal periods, extending the agreement to December 13, 2013. On October 25, 2013, the County and Chapman Partnership renewed the Agreement for the remaining two five-year renewal periods through December 13, 2023.

Chapman's partnership with the Trust is also made possible through a long-term land lease Chapman has with The School Board of Miami-Dade County, Florida which was first entered into on May 5, 1994. The term of the lease agreement is for 40 years through 2034, with an option of one additional 10-year term, which would extend the agreement through 2044.

**ANALYSIS**

Since its inception, the Miami-Dade County Community Homeless Plan, contemplated that a public/private partnership would exist to support the efforts of the Homeless Trust in the

implementation of the Plan. Chapman Partnership has been a proven partner in this effort. In addition to meeting the performance requirements of the Plan and Trust in the development and operation of the two homeless assistance centers and in private-sector fundraising, Chapman Partnership has been integral in the provision of services to homeless individuals and families.

Chapman Partnership's two facilities provide health care, psychiatric services, a mobile dental unit, Head Start facilities, Family Resource Centers, employment assistance, on-site educational programs, and partnerships with providers of ancillary services.

- More than 100,000 individuals have been served by Chapman Partnership since its inception.
- Approximately 75-percent of all homeless families within the CoC are served by Chapman.
- Chapman is one of only 12 non-profits in the City of Miami with a 4-Star rating from Charity Navigator.

Chapman Partnership's diverse and active Board and Committees engage the community on a regular basis, and enjoy the support of individuals and organizations that provide donations, programming, meals and mentoring.

Chapman Partnership has met all of the obligations of its Agreement to serve as the private sector partner of the Miami-Dade County Homeless Trust. Both Chapman Partnership facilities provide services to assist individuals in stabilizing and progressing to the next, appropriate step on their road to self-sufficiency. Chapman Partnership has been responsive to the changing needs of the Continuum of Care, has participated actively in Trust committees and discussions regarding the Homeless Plan implementation, and remains committed to its mission of working to end homelessness in our community.

#### **CONCLUSION**

The Miami-Dade County Homeless Trust and Chapman are seeking to solidify their longstanding partnership beyond 2023, through 2043, to better align the Operating Agreement with the Homeless Trust with Chapman's Lease Agreement with The School Board of Miami-Dade County, Florida. A renewal/extension of the operating will allow Chapman to strengthen its long-term fundraising efforts as it continues to pay for the right to operate the two HACs. With the approval of the Executive Committee, the Homeless Trust Chairman and staff will be working with the Office of the Mayor to secure the future of this public/private partnership agreement.

c: Russell Benford, Deputy Mayor  
Shannon Summerset, Esq., County Attorney's Office

## Chapman Partnership's Accomplishments

### Impact from inception to May 31, 2016:

- Served more than 105,361 residents including 9,663 family households with children  
The above households contain 21,212 children
- Cold weather and other emergencies consist of more than 300 residents per year on average
- 2 centers with 800 beds
- More than 11,000 school age children ages 5 to 18 served in our Family Resource Centers
- More than 220,000 medical services to 81,500 patients in our clinics
- More than 94,000 dental services (valued at \$7.8 million) to 12,000 patients in our Mobile Dental Unit since 2005
- More than 10,500 psychiatric services since 2008
- More than 9,320 emergency room diversions
- More than 2,300 residents employed since 2011
- Average length of stay 48 days
- More than 17,500,000 meals served
- Grew from 75 to over 170 employees since inception
- Over 50 partnerships providing employment, housing, legal, health, mental health, dental, substance abuse counseling, education and training programs, parenting and life skill classes, religious services, drivers' license/identification, etc.
- Through our national Program Development Initiative, our program was used as a model by San Antonio and Austin, Texas, Columbia, South Carolina and Ft. Lauderdale and Palm Beach, Florida. There have been over 60 cities that have visited for the purpose of observing best practices.
- Awards and recognition received:
  - Safety and Health Achievement Recognition Program (SHARP) for both centers in 2009
  - Sunshine State Safety Award for both centers in 2011, 2012, 2013
  - Our Program was named a national model by US HUD Secretaries Martinez and Cuomo
  - Presented at two SAMHSA National Conferences
  - Switchboard of Miami All Star Most valuable Nonprofit for our outstanding performance, positive impact on the community and for paramount service provided to our residents in 2011 and 2012
  - Charity Navigator highest 4-star rating in 2011 through 2015



- **Switchboard of Miami Leadership All Star Award for our strategic vision, collaboration style and extraordinary community results in 2013**
- **Florida International University's College of Public Health and Social Work Path Award in recognition of our contribution to the health and social welfare of our residents in January 2014**
- **Florida Blue Foundation awarded Chapman the Sapphire Award in April 2014 for recognizing and promoting excellence and innovation in community health leadership and programming in Florida by improving the health and well-being of our residents**
- **Awarded by the South-Dade Community Chamber the Not for Profit Business Excellence Award in April 2015**
- **Awarded the Larry Ligamarre Award for Making a Difference at the WeCare Luncheon in April 2015**
- **Awarded the Health Care Hero award by the Greater Miami Chamber of Commerce in May 2015 for eliminating health and health care inequities for the homeless**
- **Awarded the Collaboration All Star award by Switchboard Miami in November 2015 for creating lasting partnerships, displaying substantial results from collaborative efforts and for collaboration communitywide**

**Our Progress since inception to May 31, 2016:**

- 1993** Community Partnership for Homeless incorporated as the private sector partner of the Miami-Dade County Homeless Trust
- 1995** The downtown Homeless Assistance Center opened with a full service medical clinic
- 1998** The second Homeless Assistance center opened in Homestead with a full service medical clinic
- 2003** Dog kennel opened at our Homestead Center
- 2005** Mobile Dental unit opened
- 20,000** meals were served by our residents to Katrina and Wilma impacted community members



**2007 Homeless Education Awareness Video and curriculum developed in partnership with the Miami-Dade County Public Schools and the Miami-Dade County Homeless Trust**

**HEAT Learn and Play Center was dedicated by the Miami Heat to our Family Resource Center at our Miami location**

**2008 National Program Development began, hosting two seminars for representatives from 8 cities and the US Conference of Mayors Hunger and Homeless Task Force**

**On-site psychiatric services were implemented at both centers**

**2009 54 beds for single men were added to our Miami center as part of the Revenue Maximization Grant**

**2010 Hosted a third National Program Development Seminar**

**Hosted the 3<sup>rd</sup> Annual Clinton Global Initiative University service project at our Homestead facility**

**2011 Changed our name to Chapman Partnership in honor of our Founding Chair, Alvah H. Chapman, Jr. who passed away in 2008**

**Launched an extensive rebranding and marketing campaign with a new corporate video**

**2012 Partnered with Miami-Dade County Homeless Trust, City of Miami Outreach and Carrfour Supportive Housing to place 81 families from hotels**

**Added 44 family beds as requested by the Miami-Dade County Homeless Trust**

**Hosted 24 representatives from the city of Austin, shared Chapman Partnership's best practices with City and County leaders at a Town Hall Meeting at the LBJ Presidential Library in Austin, Texas**

**Purchased adjacent property at 1551 NW 1<sup>st</sup> Avenue, Miami**



**2013 Added two job computer labs, one at each center to help our residents find employment**

**Family Resource Center children were invited to attend the James Jones Legacy Summer Camp Program**

**Named the Chapman North playground in honor of our retired Deputy Director Alfredo K. Brown**

**Hired a new Chief Operating Officer**

**Chosen as the site for the Comcast Internet Essentials Program conference**

**Invited to present at the 2014 Beyond Housing Conference hosted by the Institute for Children, Poverty and Homelessness in New York**

**Dedicated the new HEAT Learn and Play Center**

**2014 - Program growth includes the creation of several new direct service positions  
2016 to better serve and support Chapman residents (i.e. Resident Relations Coordinators, Family Coordinators and additional Program Manager)**

**Hired 2 Community Case Managers to assume the Case Management responsibilities for hotel/motel families awaiting emergency shelter services**

**In an effort to better serve residents and create opportunities for communication and resident input, monthly resident meetings have been implemented**

**In an effort to better equip our staff we have implemented a comprehensive training program to include crisis prevention, motivational interviewing, conflict resolution and cultural sensitivity.**

**Engaged with consultants to guide us through program improvements and enhancements in the areas of employment and housing assistance, job training and education, childcare and afterschool programming**

**Created a partnership with the MDC Transit Authority that provides in excess of \$25,000 worth of transit passes per year**





Miami-Dade County through its Homeless Trust

With

Chapman Partnership, Inc.

Final Renewal and Amendment of Agreement for Services

Homeless Emergency Shelter and Services

**FINAL RENEWAL AND AMENDMENT OF AGREEMENT FOR SERVICES**

**THIS FINAL RENEWAL AND AMENDMENT OF AGREEMENT OF SERVICES** (the "Final Renewal") is made as of     day of \_\_\_\_\_, 20   , by and between Miami-Dade County, through the Homeless Trust ("County") and Chapman Partnership, Inc., a Florida not for Profit Corporation previously known as Community Partnership for Homeless, Inc., ("Partnership").

**WHEREAS**, on June 28, 2011, Community Partnership for Homeless, Inc. filed Articles of Amendment with the Florida Department of State Division of Corporations and changed its name to Chapman Partnership, Inc.; and

**WHEREAS**, all references to "Community Partnership for Homeless, Inc." are hereby deleted and replaced with "Chapman Partnership, Inc.;" and

**WHEREAS**, as of December 14, 1993, the County and the Partnership entered into an Agreement for Services, as renewed and amended by Renewal and Amendment Agreement for Services, dated as of April 1, 1998, as renewed and amended by the Second Renewal and Amendment of Agreement for Services, dated as of December 2, 2003, which renewal combined two (2) terms, extending the Agreement until December 16, 2013 ("the Agreement"); and

**WHEREAS**, the Agreement provides among other provisions, the responsibilities of the Partnership to construct and operate Centers, provide services and to raise Private Funds to benefit and further the interests of homeless persons in accordance with the Plan; and

**WHEREAS**, the Agreement provides for certain rights and responsibilities of the County and the Partnership; and

**WHEREAS**, pursuant to Section 1-4.4 of the Code of Miami-Dade County, the County Mayor or Mayor's designee is authorized to execute amendments to the Agreement; and

**WHEREAS**, the County and the Partnership wish to renew and amend the Agreement,

**NOW, THEREFORE, BE IT RESOLVED**, for and in consideration of the mutual agreements between the County and the Partnership, the receipt and sufficiency of which are hereby acknowledged, that the County and the Partnership further amend the Agreement as follows in this Final Renewal and Amendment of Agreement for Services:

## RECITALS

The foregoing recitals are true and correct and constitute part of this Final Renewal and Amendment of Agreement for Services.

## RATIFICATION OF THE AGREEMENT

Other than as expressly modified or amended heretofore or herein, all terms and conditions of the Agreement as previously amended shall remain in full force and effect.

## AMENDMENT

Page 3, Section 2, "Definitions," is hereby amended to state "Partnership" shall refer to Chapman Partnership, Inc.

Page 4, Section 3, "Term of the Agreement," is hereby amended to add the following language:

Pursuant to the written request of the Partnership and agreement by the County, the Agreement is hereby renewed and extended for the final time, effective as of December 17, 2013, until December 13, 2023, at which time the Agreement shall expire.

Page 4 Section 5(a) "Homeless Assistance Centers," is hereby amended to add the following language:

The parties agree design, construction and operation of a third Homeless Assistance Center is not required of Chapman Partnership, Inc.

Page 23, Section 19 "Notices," is hereby amended as follows:

Notices to the Partnership shall be provided to:

Chapman Partnership, Inc.,  
1550 N. Miami Avenue  
Miami, Florida 33136  
Attention: President and CEO

(With a Copy to)

Chapman Board of Directors  
Chapman Partnership, Inc.,  
1550 N. Miami Avenue  
Miami, Florida 33136

Section 31 "Miscellaneous" is hereby added to the Agreement:

The Partnership shall comply with the following:

Public Records:

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Partnership upon termination of this Agreement. Upon termination of this Agreement, the Partnership shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. This provision shall be construed in accordance with Chapter 119, Florida Statutes, and Florida law. The Partnership's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement. In the event the Partnership does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

Sovereign Immunity

Nothing in this Agreement shall be considered a waiver of sovereign immunity.

No Third Party Beneficiaries

This Agreement has no intended or unintended third party beneficiaries.

Availability of Funding

Availability of funding shall be determined in the sole discretion of the County.

Pink Slime

The Partnership will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this Agreement.

Domestic Violence

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

work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Partnership.

Subcontractors

If this Agreement involves the expenditure of \$100,000 or more by the County and the Partnership intends to use subcontractors to provide services or suppliers to supply the materials, the Partnership shall provide the names of the subcontractors and suppliers to the County. The Partnership agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of the County.

Compliance with Applicable Laws

The Partnership agrees to complete any affidavits required by the County. The Partnership agrees to comply with any and all federal, state and local laws, regulations, ordinances and standards applicable to the Partnership pursuant to this Agreement, including but not limited to any and all federal, state and local laws, regulations, and ordinances relating to background screening of employees, volunteers, contractors and subcontractors and licensure and certification.

**EFFECTIVE DATE**

The effective Date of this Final Renewal and Amendment of Agreement for Services is the 17<sup>th</sup> of December, 2013.

**SIGNATURE ON NEXT PAGE**

IN WITNESS WHEREOF, the County and the Partnership have executed this Final Renewal and Amendment of Agreement for Services.

WITNESSES:

Howard Rubin  
(Signature)  
Howard Rubin  
(Print Witness Name)  
3-10-14  
(date)

ENTITY:

CHAPMAN PARTNERSHIP, INC.  
Howard Rubin  
(Signature)  
3-10-14  
(date)

ATTEST:

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

HARVEY RUBIN, CLERK

BY:

Harvey Rubin  
Deputy Clerk

3/13/14  
Date



Carlos A. Gimenez  
Mayor

3/10/14  
Date

See attached memorandum dated ( 3/5 /2014) approved as to form and legal sufficiency.

ATTACHMENTS

**MIAMI-DADE COUNTY REQUIRED AFFIDAVITS**

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States government or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT and MIAMI-DADE DOMESTIC LEAVE AND REPORTING AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, H. Daniel Vincent, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

65-0425069  
Federal Employer Identification Number (If none, Social Security)

Chasman Partnership Inc.  
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

1550 North Miami Avenue Miami FL 33136  
Street Address City State Zip Code

1.  MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-B.1 of the County Code)

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

2. X MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance 90-133, Amending sec. 238.1, Subsection (1)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

a. Does your firm have a collective bargaining agreement with its employees?  
 Yes X No

b. Does your firm provide paid health care benefits for its employees?  
X Yes No

c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White: <u>10</u>	Males: <u>11</u>	Female: <u>9</u>
Black: <u>9</u>	Males: <u>8</u>	Female: <u>5</u>
Hispanic: <u>4</u>	Males: <u>5</u>	Female: <u>1</u>
Asian: <u>1</u>	Males: <u>1</u>	Female: <u>0</u>
American Native: <u>1</u>	Males: <u>1</u>	Female: <u>0</u>
Arab (Belting): <u>5</u>	Males: <u>5</u>	Female: <u>0</u>

3. X AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: a) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and b) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners, by majority vote of the members present.

X The firm does not have annual gross revenues in excess of \$5,000,000.

The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33124.

The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33124.

The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

4.  MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County \_\_\_ has  has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County (has /has not), as of the date, of this affidavit been convicted of a felony during the past ten (10) years.

5.  MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

danger of drug abuse in the workplace  
the firm's policy of maintaining a drug-free environment at all workplaces  
availability of drug counseling, rehabilitation and employee assistance programs  
penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

6.  MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

7.  DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

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

8. X MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-81(c) of the County Code)

Except for small purchase orders and sole source contracts, this above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes including but not limited to real and property taxes, utility taxes and occupational licenses which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

9. X CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS (Ordinance 99-167)

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

10. X PROJECT FRESH START (Resolutions R-702-98 and R-368-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request a waiver from the requirements of R-702-98 and R-368-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to governmental entities, not-for-profit organizations or recipients of grant awards.

11. X DOMESTIC VIOLENCE LEAVE AND REPORTING AFFIDAVIT (Resolution 185-00; 99-5 Codified At 11A-61, Et. Seq. of the Miami-Dade County Code)

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar years, to provide Domestic Violence Leave to its employees.

NEXT PAGE SIGNATURE PAGE



8. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-81(a) of the County Code)

Except for small purchase orders and sole source contracts, this above-named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County certifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of this firm, corporation, organization or individual have been paid.

9. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS (Ordinance 99-162)

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

10. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in annual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request a waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

11. DOMESTIC VIOLENCE LEAVE AND REPORTING AFFIDAVIT (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code)

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer who has in the regular course of his/her fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar years, to provide Domestic Violence Leave to its employees.

NEXT PAGE SIGNATURE PAGE

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" (Affidavits 1-11) and have indicated by "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract and completed all required information.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS ONE (1) THROUGH ELEVEN (11)

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: [Signature] Date: 8-12-2014  
Signature of Witness or Secretary Seal  
[Signature]  
Signature of Affiant  
A. Daniel Vincent  
Federal Employer Identification Number  
[Blank]  
Printed Name of Affiant and Name of Agency  
1550 N. Miami Avenue, Miami, FL 33136  
Address of Agency

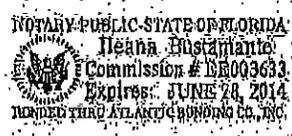
SUBSCRIBED AND SWORN TO (or affirmed) before me this 10 day of March, 2014

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification:

[Signature]  
Signature of Notary  
Heara Bustamante  
Print or Stamp Name of Notary

Serial Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Notary Public - State of Florida  
County of Miami-Dade



Notary Seal

COPY

**SECOND RENEWAL AND AMENDMENT OF AGREEMENT FOR SERVICES**

**THIS SECOND RENEWAL AND AMENDMENT OF AGREEMENT OF SERVICES** (the "Second Renewal and Amendment Agreement") is made as of December 2, 2003 by and between Miami-Dade County, through the Homeless Trust ("County") and Community Partnership for Homeless, Inc., a Florida not for profit corporation ("Partnership");

**WHEREAS**, as of December 14, 1993, the County and the Partnership entered into an Agreement for Services, as renewed and amended by Renewal and Amendment Agreement of Agreement for Services, dated as of April 1, 1998, that provides, among other provisions, the responsibilities of the Partnership to construct and operate Centers and to raise Private Funds to benefit and further the interests of homeless persons in accordance with the Plan (collectively the "Agreement"); and

**WHEREAS**, the Agreement provides for certain rights and responsibilities of the County and the Partnership;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual agreements between the County and the Partnership which are set forth in this Second Renewal and Amendment Agreement, the receipt and sufficiency of which are acknowledged, the County and the Partnership renew and amend this Agreement as follows:

**1. Recitals**

The foregoing recitals are true and correct and constitute a part of this Second Renewal and Amendment Agreement.

**2. Ratification of the Agreement**

Other than as expressly modified or amended heretofore or herein, all terms and conditions of the Agreement shall remain in full force and effect.

**3. Section 3 of the Agreement is, as amended in the Renewal and Amendment of Agreement for Services made as of April 1, 1998, hereby replaced in its entirety with the following language:**

**Term of the Agreement:** Pursuant to the written request of the Partnership, the Agreement is hereby renewed and amended as follows:

1. Effective as of December 15, 2003, the Services Agreement is hereby renewed and extended until December 15, 2008.
2. Effective as of December 16, 2008, the Agreement is renewed and extended until December 16, 2013, at which time the Agreement shall expire, unless renewed for an additional term(s) as authorized by the Agreement.

At the option of the Trust, based upon the written request of the Partnership, the Agreement is further renewable for two (2) consecutive five (5) years terms.

The term "Private Funds" as defined of the Agreement does not include any portion of any CPHI endowment fund(s) except such portion thereof as may be committed, from time to time, by the Board of Directors of Community Partnership For Homeless, Inc. to meet the Partnership's monetary obligations under the Agreement, as hereby and hereafter renewed and amended.

Section 5 a. is hereby amended to add the following language:

The County acknowledges that as of the date of this second renewal and Amendment Agreement the services required to be provided by the Partnership pursuant to Section 5 of the Agreement are being satisfactorily provided by the Partnership when delivered pursuant to the rules and regulations heretofore promulgated by the Partnership and as the same may from time to time hereafter be revised and amended and do satisfactorily fulfill the partnership's obligation to provide such services under the Agreement.

The Partnership agrees that staff at the Centers shall document and maintain records on all homeless persons who visit the center. Additionally, the Partnership agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but it is not limited to the partnerships providing daily updates of bed availability information, updates of client files, and entering data for statistical purposes. The Partnership understands that it is responsible for any costs for internet access to the HMIS system.

The Partnership agrees that the Centers shall provide short-stay housing (7-60 days) pursuant to the requirements of the Standards of Care adopted by the Homeless Trust. But, the Partnership recognizes and agrees that some individuals and families may need to be housed in the Centers for longer periods of time if transitional/permanent/alternate housing is not available or if the individuals or families are resistant to or do not qualify for other services. At the request of the Partnership, homeless individuals and families that do not make sufficient progress through the continuum of care, consistent with the guidelines as specified in the Standards of Care, shall be referred by the Partnership to a multi-disciplinary Case Review Committee established by the Homeless Trust. CPHI shall have at least one representative on this committee and shall be able to present the relevant facts and circumstances regarding the clients to the Case Review Committee. This Committee will review the service plan of those homeless individuals and families and make recommendations with respect to the service plan.

§ c. Outreach. At the time of this amendment, both parties agree that the Partnership shall not be required to hire or contract to provide outreach services to homeless individuals. Should a need arise for the Partnership to provide such services, the Partnership and the Trust may administratively determine the scope of this work, subject to the approval of their respective Boards of Directors.

§ d. (2) shall be replaced in its entirety as follows:

Every thirty (30) days, the Partnership shall submit to the Executive Director of the Trust a monthly client progress report, budget summary, including private funds, fundraising activities. These reports are due by the 10th day of the month for activities conducted in the preceding month. The Executive Director of the Trust will receive and review these monthly reports, and shall discuss any concerns with the Executive Director of the Partnership. In the event these concerns are not resolved, these matters may be resolved via the Dispute Resolution process as described in the original services agreement (Item 24).

Section 6. is amended/modified as follows:

6. Method of Payment

A. Working capital Fund for Construction and/or Renovation of Centers.

This section is amended to modify the following language:

The County agrees to establish a working capital reserve fund to fund the construction and/or renovation of the Centers. The Executive Director of the Trust shall after deliberations with and approval by the Trust Finance Committee, and in consultation with Partnership leadership, determine the amount of tax proceeds that will be placed in such a fund based upon a review of the Trust and Partnership budgets, needs, and anticipated tax proceeds. This reserve fund shall be subject to the review and approval process of the Trust Board, and Miami-Dade County Commission, as part of the Trust's and County's annual budget process.

6. B. Advances.

This section is amended to add the following language:

The advance request shall also be submitted for the consideration of and approval by the Trust Finance Committee.

13. Indemnification

This section is amended to add, modify the following language:

Any such costs and expense incurred or for which the Partnership shall become liable and which are not paid by insurance proceeds may be reimbursed to the Partnership or paid from any Tax Proceeds appropriated by the County to the Partnership or for Partnership purposes, and any Private Funds or other funds available for the Plan that are in the possession of to the Partnership in the same manner as other approved expenses are reimbursed or advanced hereunder; provided, however, reimbursement of such expense shall be at the sole discretion of the Homeless Trust.

25. Affidavits

This section is amended to add/modify the following language:

As a condition of the execution of this agreement by the County, the Partnership has executed and delivered to the County the consolidated Affidavits copy of which is attached hereto and made part hereof as consolidated Exhibit 2.

Additionally, the following language is added to Section 25:

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

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

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

1. Use of information only for performing services required by the service agreement or as required by law;

2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Partnership and reasonable assurances that IHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

Notices:

Section 19 of the Agreement relates to the matter of giving notices and is amended as follows:

(The address for notices) To the Partnership is:  
 Community Partnership for Homeless, Inc.  
 1550 North Miami Avenue  
 Miami, Florida 33136  
 Attn: Executive Director

With a Copy to: Chairman, Board of Directors  
 Community Partnership for Homeless, Inc.  
 1550 North Miami Avenue  
 Miami, Florida 33136

Effective Date of this Second Renewal and Amendment Agreement: The effective date of this Second Renewal and Amendment Agreement is as of December 15, 2003 or the date that both the County and the Partnership shall have approved and executed this document, if earlier.

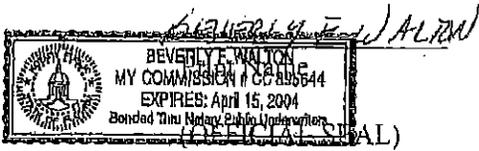
IN WITNESS WHEREOF, the County and the Partnership have executed this Renewal and Amendment Agreement on this 2 day of December, 2003.

WITNESS:

COMMUNITY PARTNERSHIP FOR

*Beverly F. Walton*  
Signature

HOMELESS, INC.  
*Ray Goode*  
Ray Goode



MIAMI-DADE COUNTY  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

BY: *C. Hunt*  
Deputy Clerk

BY: *George M. Burgess*  
George M. Burgess  
County Manager

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY: *[Signature]*



**RENEWAL AND AMENDMENT OF AGREEMENT FOR SERVICES**

COPY

THIS RENEWAL AND AMENDMENT AGREEMENT OF SERVICES (the "Renewal and Amendment Agreement") is made as of April 1, 1998 by and between Miami-Dade County, through the Homeless Trust ("County") and Community Partnership for Homeless, Inc., a Florida not-for-profit corporation ("Partnership").

WHEREAS, as of December 14, 1993, the County and the Partnership entered into an Agreement for Services that provides, among other provisions, the responsibilities of the Partnership to construct and operate Centers and to raise Private Funds to benefit and further the interests of homeless persons in accordance with the Plan (the "Agreement").

WHEREAS, the Agreement provides for certain rights and responsibilities of the County;

WHEREAS, since prior to December 14, 1993, the Partnership and the County have worked together to advance the Plan; and from December 14, 1993 through the effective date of this Renewal and Amendment Agreement, the County and the Partnership have performed their respective obligations under the Agreement;

WHEREAS, pursuant to the terms of the Agreement, the County has proposed and the Partnership has agreed that the Partnership will request a Renewal and Amendment of the Agreement and the Partnership has agreed to such renewal and amendment, all as is confirmed and agreed between the County and the Partnership and is provided in this Renewal Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements between the County and the Partnership which are set forth in this Renewal and Amendment Agreement, the receipt and sufficiency of which are acknowledged, the County and the Partnership renew and amend this Agreement as follows:

1. Recitals

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

2. Ratification of the Agreement

Other than expressly modified or amended herein all other terms and conditions of the Agreement shall remain in full force and effect.

3. Section 3 of the Agreement is hereby replaced in its entirety with the following language:

Term of the Agreement: The term of the Agreement as extended hereby expires December 14, 2003. At the option of the Trust, based upon the written request of the Partnership, the Agreement is renewable for four (4) consecutive five (5) year terms.

4. Section 5(a) of the Agreement is hereby amended as follows:

The Centers shall be built over the first three (3) years of the Plan. The Partnership has designed and constructed and is operating a Center at 1550 North Miami Avenue, Miami, Florida (the "Miami Center"). The Partnership is, as of the effective date of this Renewal Agreement, constructing a Center at the former Homestead Air Force Base property (the "South Miami-Dade Center"). The Partnership will

operate the Miami Center and the South Miami-Dade Center and both parties agree that no additional centers are, as of the effective date of this Renewal Agreement, contemplated to be built or operated by the Partnership. Because the Plan calls for a flexible implementing approach depending on possible changes in need and service provision opportunities, the Trust shall evaluate existing circumstances and necessities in providing additional temporary space for homeless persons and decide whether or not to build a second or third Center. Should the County decide there is a need for a third center, the terms for the Partnership's financial commitment respective to a third center shall be subject to negotiation of the terms of the Agreement with respect to that third center.

\* \* \*

The Center shall offer the following services. These services shall be provided in accordance with the requirements of the Standards of Care adopted by the Miami-Dade County Homeless Trust, on January 17, 1997, as may be amended from time to time.

\* \* \*

5. Section 5(b) of the Agreement is hereby amended as follows:

Fundraising: The Partnership shall raise \$8.5 million dollars from the private sector including but not limited to corporations, foundations and individuals. The Partnership specifically agrees to raise at least \$2.3 million dollars in Private Funds, including pledges, during the first year following the execution of this Agreement; at least \$5 million dollars of Private Funds, including pledges, during the first two years following the execution of this Agreement and a total of \$8.5 million dollars of Private Funds, including pledges, during the first three years following the execution of this Agreement. The Miami-Dade County Homeless Trust shall annually review the fund raising results of the Partnership to determine compliance with the foregoing and shall have the right to terminate this Agreement in the event the Partnership has not reached the stated annual fundraising goals.

The County and the Partnership agree that the Partnership has fulfilled the fundraising commitment as required by the preceding paragraph. Money raised by the Partnership above the \$8.5 million fundraising commitment required in the original Agreement shall be used as follows:

First, to satisfy the Partnership's already expended costs or contracted obligations for operations and capital through December 14, 1998;

Second, to pay twenty (20%) percent of the Partnership's costs for operations and capital from December 15, 1998 through December 14, 2003, as reflected in the Partnership's annual budget as approved by the Miami-Dade County Homeless Trust;

Third, at the Partnership's discretion, to support the Miami-Dade County Community Homeless Plan continuum of care.

The County agrees to fund eighty (80%) percent of the Partnership's operations and capital costs, as reflected in the Partnership's annual budget, after approval of such budget(s) by the Miami-Dade County Homeless Trust, and subject to the availability of funds.

\* \* \*

6. Section 5(d)2 of the Agreement is amended as follows:

\* \* \*

...In the event the Partnership does not submit a work plan or status report satisfactory to the Executive Director of the Trust, the Trust shall consider the work plan or status report and render a final decision which shall be binding upon the Partnership and the County. Provided, however, if the Trust exercises its right to render a final decision regarding the work plan and final status report, and the Partnership believes, in its good faith judgment, that the work plan as finally approved by the Trust does not reasonably and substantially meet the requirements of the Standards of Care, the Partnership has the option to invoke the Dispute Resolution provisions of this Agreement, and if such dispute is not resolved the Partnership may terminate this Agreement upon ninety (90) days written notice.

\* \* \*

7. Section 5 is amended to add the following language:

g. Maintenance. The Partnership agrees to provide for the Homeless Assistance Centers, all maintenance, both exterior and interior, required to keep the premises in a state of good repair, and in a safe and clean condition at all times, including but not limited to the following:

- A. All construction site maintenance
- B. Janitorial and custodial services
- C. Maintenance of all operating equipment
- D. All interior maintenance and repairs
- E. Maintenance of all plumbing and electrical lines and equipment
- F. Maintenance of all central air-conditioning and heating system equipment
- G. Installation of all utilities, including sewer system
- H. All exterior maintenance and repairs, including roof repairs
- I. Landscaping and lawn maintenance
- J. The removal of litter, trash and refuse
- K. Maintenance of parking area
- L. Maintenance of a program for termites control

If the Partnership fails to maintain the premises and effect repairs, the County shall notify the Partnership of the deficiency. If within thirty (30) days after written notification by the County of the deficiency, or such lesser time period as determined appropriate by the County's Executive Director in the event of a deficiency which poses a substantial risk to persons or property, the Partnership does not cause repairs or services to be performed, the County may cancel this Agreement, or cause the repairs to be performed. If the County causes the repairs to be performed, the Partnership is responsible for payment for such repairs consistent with the payment provisions of Section 6 of the Agreement, within five days of the presentation of an invoice. Failure to effect repairs or promptly reimburse the County shall constitute a default of the Agreement and shall entitle the County to immediate cancellation of the Agreement.

h. Utilities. All the utilities shall be placed in the name of the Partnership, and the cost of all utilities shall be paid by the Partnership, including any and all infrastructure required to be provided to the facility. The Partnership shall have the obligation to pay all utilities, taxes and assessments levied upon or relative to the subject property, consistent with the payment provisions of Section 6 of the Agreement.

8. Section 6 of the Agreement is amended as follows:

6. Method of Payment. Contingent upon the Partnership's full, strict and complete compliance with each of the terms set forth herein, the County, in recognition of the financial commitments required to be made by the Partnership throughout the term of the Renewal Agreement, agrees to fund eighty (80%) percent of the following expenses subject to the provisions of Section 5 herein, and the Partnership agrees to fund twenty (20%) percent of the following expenses, subject to the provisions of Section 5 herein the Partnership using the Tax Proceeds in the following manner:

9. Section 14 of the Agreement is amended as follows:

14. Insurance. The Partnership agrees to provide the County within fourteen (14) days of

this Agreement with original certificates of the following kinds of insurance coverage or such coverage as may be required by the County's Risk Management Division from time to time. Said insurance must be kept in force throughout the duration of this Agreement and any extensions thereto. The Partnership will be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

- (1) Worker's Compensation Insurance for all employees of the vendor as required by Florida Statutes 440.
- (2) Public Liability Insurance on a comprehensive basis in an amount not less than ~~\$300,000~~ \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade must be shown as an additional insurer with respect to this coverage.
- (3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Partnership's performance of this Agreement, in an amount not less than \$300,000 combined single-limit per occurrence for bodily injury and property damage. Most insurance companies provide "non-owned care" coverage at a modest extra cost. Miami-Dade County must be shown as an additional insured with respect to this coverage. However, the required Auto Liability coverage for vans or mini-buses with seating capacities of 15 passengers or more is increased to \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (4) If providing medical services, shall provide or cause to be provided, proof of Medical Malpractice Insurance in the name of the Partnership.
- (5) Property Coverage on an "All Risk" basis in an amount not less than one hundred (100%) percent of the replacement cost of the property. Miami-Dade County must be shown as a Loss Payee with respect to this coverage A.T.M.A.

Liability Obligation. Compliance with the foregoing requirements shall not relieve the Partnership of their liability and obligation under this subsection or under any subsection of this Agreement.

\* \* \*

Certificates will indicate that no modification or change will be made without thirty (30) days written advance notice to the certificate holder, and is subject to the approval of the County's Risk Management Division. Metropolitan Miami-Dade County must be shown as an additional insured with respect to these policies. The Public Liability Insurance coverage as required pursuant to this Renewal Agreement shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Partnership in the performance of the Agreement. If at any time any of the policies shall not conform with the terms of this Agreement, the Partnership shall promptly obtain new and satisfactory policy or policies in replacement.

Design and Construction Phase. In the event of any capital improvements to the Center(s), in addition to the insurance required in (1)-(5) above, a certificate of insurance must be provided as follows:

- (6) The Partnership shall provide or cause its subcontractors to provide Professional Liability Insurance in an amount not less than \$500,000 per occurrence providing for all claims arising out of the services performed in connection with this Agreement. This insurance shall be maintained for a period of two (2) years after final acceptance of work by the County.
- (7) Owners Protective Liability Insurance - issued in the name of Miami-Dade County is sole Named Insured in an amount not less than \$500,000 per occurrence for bodily injury and property damage. This policy must be endorsed to indicate that any premium whether deposit or final shall be the sole obligation of the Partnership or their contractor.

(8) Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one-hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Miami-Dade County, the Partnership and the contractor.

10. Notices: Section 19 of the Agreement relates to the manner of giving notices and is amended as follows:

(The address for notices) To the Partnership is:  
Community Partnership for Homeless, Inc.  
1550 N. Miami Avenue  
Miami, Florida 33136  
Attn: Executive Director

With a Copy to: Alvah H. Chapman, Jr., Chairman  
Community Partnership for Homeless, Inc.  
c/o Knight-Ridder, Inc.  
One Herald Plaza  
Miami, Florida 33132-1693

11. Section 20 of the Agreement is amended as follows:

All amendments to this Agreement shall be made in writing and executed by both the County and the Partnership. Pursuant to Board of County Commissioners resolution (R-1106-98) dated September 17, 1998, the County Manager is authorized to negotiate and execute any amendments or extensions to the Agreement, as modified herein, and as may be extended or amended in the future.

12. Section 24 of the Agreement is amended as follows:

Furthermore, the parties agree that before any matter is brought to litigation, the parties agree to mitigate mediate the differences in good faith.

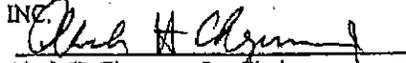
13. The Agreement is amended to add the following language:

30. Damage or Destruction of Premises. In the event the Center(s) shall be destroyed or so damaged by fire, windstorm or other casualty to the extent that the Centers are rendered untenable or unfit for the purpose of the Partnership, the Partnership and the County agree to meet within ten (10) days of the damage or destruction to determine a work plan, as such term was originally defined in the Agreement, for the repair to the Center(s).

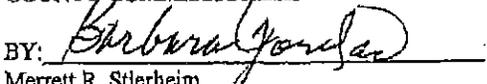
14. Effective Date of Renewal and Amendment Agreement: The effective date of this Renewal and Amendment Agreement is April 1, 1998.

IN WITNESS WHEREOF, the County and the Partnership have executed this Renewal and Amendment Agreement on this 15 Day of OCTOBER, 1998.

WITNESS:  
  
Signature  
Lynn M. Summers  
Print Name

COMMUNITY PARTNERSHIP FOR  
INC.   
Alvah H. Chapman, Jr., Chairperson

(OFFICIAL SEAL)  
ATTEST:  
BY:   
Deputy Clerk

MIAMI-DADE COUNTY  
BY ITS BOARD OF  
COUNTY COMMISSIONERS  
BY:   
Merrett R. Stierheim  
County Manager

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:   
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COPY

AGREEMENT FOR SERVICES

This Agreement for Services is made as of this 14 day of December, 1993 by and between Metropolitan Dade County, through the Homeless Trust (hereinafter referred to as "the County") and the Community Partnership for Homeless, Inc., a Florida not-for-profit corporation (hereinafter referred to as "the Partnership").

RECITALS

A. On July 27, 1993, the Board of County Commissioner's of Dade County, Florida, imposed a one (1%) percent food and beverage tax, a portion of the proceeds of which are dedicated to benefit persons who are or are about to become homeless (hereinafter referred to as the "Tax").

B. In connection with imposing such a tax, the Board of County Commissioners adopted the Community Homeless Plan (hereinafter referred to as the "Plan") as the controlling policy for the expenditure of the Tax Proceeds (the Plan is attached hereto and incorporated herein as Exhibit 1) and created, through Resolution R-1003-93, the Dade County Homeless Trust to oversee the expenditure of the Tax Proceeds and govern the general provision of services to homeless persons.

C. Specifically, the Plan requires the County, through the Trust, to enter into an Agreement with a private, § 501(c)(3) not-for-profit corporation to site, design, construct and operate up to three (3) Homeless Assistance Centers; raise \$8.5 million dollars from the private sector which together with the Tax and

such funds as are raised from municipal, federal and state sources will be available as contemplated for carrying out the Plan's County-wide financial plan; support the Trust, as needed, in gaining the support of different communities to the county-wide financial plan; and only such other duties as may be mutually agreed upon by the parties.

D. The Partnership is the private, independent, not-for-profit, Florida corporation, qualified as a §501(c)(3) company for tax purposes, selected by the County on the basis of its Proposal to be the independent contractor contemplated by the Plan and which Partnership has agreed to accept those responsibilities under the Plan as particularly set forth herein and to serve and perform such other charitable purposes as its board of directors may from time to time approve.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Partnership hereby agree as follows:

1. Recitals. The recitals stated herein are true and correct and made a part hereof.

2. Definitions. The County and the Partnership hereby agree that the capitalized terms set forth below and used herein shall have the meanings set forth opposite the terms unless the context admits or requires otherwise:

Centers	Homeless Assistance Centers providing temporary, emergency housing for 300-500 persons each as more specifically described and set forth in the Plan.
County	Metropolitan Dade County, a political subdivision of the State of Florida through the Homeless Trust.
Partnership	The Community Partnership for Homeless, Inc., a Florida not-for-profit corporation.
Plan	The Dade County Community Homeless Plan, attached hereto and incorporated herein as Exhibit 1.
Private Funds	All cash, services in kind and real and personal property received by the Partnership from the private sector in fulfillment of its contractual obligations hereunder.
Proposal	Proposal submitted by Community Partnership for Homeless, Inc. in response to the RFP, as defined below.
RFP	Request for Proposals for creation and operation of Homeless Assistance Centers issued by Metropolitan Dade County on October 18, 1993.
Tax	The one percent (1%) food and beverage tax imposed by the Board of County Commissioners of Dade County, Florida by Ordinance No. 93-75.
Tax Proceeds	Revenue derived from that portion of the Tax dedicated to assisting persons who are or are about to become homeless.
Trust	The Dade County Homeless Trust

3. Term of the Agreement. This Agreement is for a term of five (5) years and, at the option of the Trust, based upon a written request of Partnership, is renewable for five (5) consecutive five-year terms.

4. Contract Administrator. The Executive Director of the Trust shall be the Contract Administrator for the County. The Executive Director of the Community Partnership for Homeless shall be the Contract Administrator for the Partnership. The Contract Administrator for the County shall be the party authorized and directed by the County and the Trust to act on behalf of the County and the Trust in administering and carrying-out the provisions of this Agreement. The Contract Administrator for the Partnership shall be the party authorized and directed by the Partnership to act on behalf of the Partnership in effecting this contract in all its provisions.

5. Services to be Provided. The Partnership shall provide the following services to the County:

a. Homeless Assistance Centers. The Partnership shall site, design, construct and operate up to three (3) Centers with capacity for 300-500 homeless persons each as provided for and set forth in the Plan.

The Centers shall be built over the first three (3) years of the Plan. Because the Plan calls for a flexible implementing approach depending on possible changes in need and service provision opportunities, the Trust shall evaluate existing circumstances and necessities in providing additional temporary space for homeless persons and decide whether or not to build a second or third Center.

The Partnership shall update the Trust on all decisions relating to the operation and creation of the Centers through submission of work plans, including budgets, as more specifically defined and set forth in Section 5(b) below, and any other reports requested by the County pursuant to Section 5(e) below.

The Centers shall offer the following services: free, unrestricted access; immediate shelter available 24 hours per day; at least two meals daily; toilet; clothing and shower facilities; on-site health clinics (to the extent separate funding not contemplated herein is available); case management and counseling services on-site; immediate assessment; individualized care such as the separation of persons with tuberculosis and HIV infections (to the extent known and legally permitted), mentally ill individuals, families with children and single women. The Partnership agrees to fully cooperate with other service providers in Dade County in the process of providing services at the Centers particularly with respect to

special needs groups such as persons with histories of mental illness and substances abuse and HIV infection. The Partnership agrees that staff at the Centers shall document and maintain records on all homeless persons who visit the Centers. This documentation shall be specific and shall include the needs of the individuals and shall assess the history and progress of individuals at the Centers. Subject to the obligation to share information, the Partnership agrees to collect and maintain this information in as confidential a manner as is reasonably possible.

Use of the Centers shall be expressly subject to rules and regulations promulgated from time to time by the Partnership, which rules and regulations shall promote the purposes of the Centers and the safety and well-being of all clients, volunteers and staff using the Centers.

The Partnership agrees that the Centers shall provide short-stay housing (7-30 days). But, the Partnership recognizes and agrees that some individuals may need to be housed in the Centers for longer periods of time if transitional housing is not available or if the individuals are resistant to or do not qualify for other services.

The Partnership agrees to site the Centers in a manner that is most compatible with the communities in which the Centers will be placed. The Partnership shall engage in

extensive dialogue with the community to ensure, to the extent possible, community support for the Centers.

b. Fundraising. The Partnership shall raise \$8.5 million dollars from the private sector, including but not limited to, corporations, foundations and individuals. The Partnership specifically agrees to raise at least \$2.3 million dollars in Private Funds, including pledges, during the first year following the execution of this Agreement; at least \$5 million dollars of Private Funds, including pledges, during the first two years following the execution of this Agreement and a total of \$8.5 million dollars of Private Funds, including pledges, during the first three years following the execution of this Agreement. The Trust shall annually review the fund raising results of the Partnership to determine compliance with the foregoing and shall have the right to terminate this Agreement in the event the Partnership has not reached the stated annual fundraising goals.

The private funds raised by the Partnership in fulfillment of its obligation for private fundraising under this Agreement shall be placed in separate, distinct, interest-bearing Partnership accounts and shall be available for use by the Trust and for possible transfer to the Trust to benefit and further the interests of homeless persons in accordance with the Plan. The Partnership shall transfer such portions of these Private Funds when available and finally determined and required

to fund non-Partnership expenses pursuant to the Plan. The Private Funds raised by the Partnership will be allocated among the different phases of the Plan by the Trust. The Trust will decide how the funds raised by the Partnership will be utilized. Notwithstanding the foregoing, it is agreed that in furtherance of the spirit of cooperation contemplated herein, a member of the Trust shall be appointed to work closely with the Treasurer of the Partnership in the development and maintenance of a Cash Flow Plan for the expenditure of the various categories of funds received or to be received and utilized in connection with the implementation of the Plan. Such decisions will be communicated by the Trust to the Partnership for its board of directors to ratify or make recommendations. In the event of a discrepancy between the decisions of the Trust and recommendations of the Partnership, all final decisions on the utilization of the funds raised will be made by the Trust.

c. Outreach. The Partnership agrees to hire staff or contract with others to visit homeless people and urge them to enter the Centers. The Partnership will also be responsible for coordinating prevention efforts between and among the Partnership and other providers of homeless services. The Partnership will support the existing County outreach systems and will cooperate to further develop a networking system between provider agencies and law enforcement personnel to ensure a humane and sensitive approach to dealing with homeless persons.

d. Work Plans and Budgets.

(1) The Partnership shall, within thirty (30) days following the execution of this Agreement by all parties submit to the Executive Director of the Trust a work plan including a budget for the first year of this Agreement. The work plan shall describe the work to be undertaken in sufficient detail and shall include a line-item budget as more particularly described below, budgetary projections, and a detailed description and breakdown of the use of Tax Proceeds and Private Funds. Subsequent similar one-year work plans with a budget will be submitted prior to the first anniversary of the execution of this agreement and before each subsequent anniversary.

(2) Every ninety (90) days, the Partnership shall submit to the Executive Director of the Trust a work plan status report (the "status report") setting forth in sufficient detail the work to be undertaken in the next 90 days, the work undertaken during the previous ninety (90) days, any contemplated or actual changes in the work plan, any modifications to the budget, budgetary projections for the next 90 days, a report detailing all Private Funds raised pursuant to this Agreement, confirmation of compliance with subparagraph 5(a) above, an occupancy and population profile report, a description of the services being provided at the Centers and a progress report on the way in which homeless persons are being moved forward to the primary and advanced care phases of the Plan.

As part of the status report, the Partnership shall submit updated budgets and an expenditure plan, in sufficient detail for the activities proposed in the upcoming three months in the form of a budget projection, utilizing the Partnership's unit cost or line-item budget.

The Executive Director of the Trust shall review each work plan and status report in a timely manner to determine consistency with the factors and criteria discussed in the Plan, to ensure that the expenditure of the Tax Proceeds and Private Funds in the manner proposed by the work plan is reasonable and that the sites selected for each Center are consistent with the factors and criteria discussed in the Plan. Within twenty (20) days of receipt of each work plan and status report, the Executive Director of the Trust shall notify the Partnership of his or her acceptance or rejection of the work plan or status report. In the event the Executive Director of the Trust rejects a work plan or status report, the Executive Director shall provide a written explanation of why the work plan or status report is not consistent with the Plan. The Partnership shall then have fifteen (15) days to modify the work plan or status report. In the event the Partnership does not submit a work plan or status report satisfactory to the Executive Director of the Trust, the Trust shall consider the work plan or status report and render a final decision which shall be binding upon the Partnership and the County.

(3) Budgets. Each work plan submitted by the Partnership to the Trust shall include a line-item budget and narrative justification for each activity undertaken using the following object class categories:

- (a) Capital
- (b) Operating
- (c) Personnel
- (d) Fringe Benefits
- (e) Travel
- (f) Contractual and Consultant Expenses
- (g) Indirect Administrative Charges
- (h) Other (identify)

In addition, each budget shall include a detailed description of the manner in which or method or methods by which costs were calculated and the sources of all projected revenue streams. With respect to both the construction/renovation and operation of the Centers, the Partnership agrees to provide separate construction/renovation and operating budgets for each Center.

e. Additional Reports. The Executive Director may request additional reports from the Partnership from time to time, including but not limited to service utilization reports, client level information, statistical information and all such other information reasonably needed to evaluate the Partnership's compliance with state, county or federal laws and regulations and with the Plan. In recognition of the limited resources and staff

available to Partnership, it is understood and agreed that the Partnership shall use its best efforts to provide all such reports in a timely manner, but shall be allotted all reasonable time to comply.

f. Support. The Partnership shall support the Trust, as needed, in gaining the support of different communities to the county-wide financial plan.

6. Method of Payment. Contingent upon the Partnership's full, strict and complete compliance with each of the terms set forth herein, the County, in recognition of the financial commitments required to be made by the Partnership throughout the term of this Agreement, agrees to fund the Partnership using the Tax Proceeds in the following manner:

a. Working Capital Fund for Construction and/or Renovation of Centers. The County agrees to establish a working capital reserve fund to fund the construction and/or renovation of the Centers. The Executive Director of the Trust shall, after consultation with the Executive Director of the Partnership, determine the amount of the Tax Proceeds that will be placed in such a fund based upon his or her review of the applicable work plans and budgets and in light of the Plan and anticipated Tax Proceeds. Once the Partnership becomes contractually obligated to third parties with respect to the expenditure of such fund, the fund shall not be subject to restriction or change without the express written consent of the Partnership.

For other construction/renovation expenses for which reimbursement is sought, the County and the Partnership agree to establish a procedure for such disbursements similar to the procedures employed by banks locally for construction loans of similar size and complexity.

b. Advances for Acquisitions and Operations.

The County shall provide or approve cash advances to fund the acquisition of real and personal property contemplated by the work plan and budget and for the operation of the Partnership. The Executive Director of the Trust shall, after consultation with the Executive Director of the Partnership, determine the amount, if any, of the Tax Proceeds and/or Private Funds that will be provided as a cash advance based upon his or her review of the applicable work plans and budgets and in light of the Plan and anticipated Tax Proceeds and other revenue available for the Plan.

c. Reimbursement of Expenditures. For all other

expenditures, the Partnership will be compensated on a reimbursement basis. The Partnership agrees to provide the county, on a monthly basis, on or before the 20th day of each month following the month in which services were delivered with support documentation as may be requested by the Executive Director of the Trust which confirms the expenditures for which reimbursement is sought. Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the County

by the 20th day of each month following the month in which services were delivered shall deem the Partnership in non-compliance with this covenant and, at the option of the County, the Partnership will defer its claim to any reimbursement for that specific month's reimbursement request. The County will reimburse the Partnership only for those expenses incurred in accordance with approved budgets and work plans. Support documentation for expenditures incurred shall be consistent with the approved budgets, work plans and status reports. All backup invoices for each and every expenditure for which reimbursement is sought shall be maintained and available for review and inspection during normal business hours and may be reviewed by a County employee monthly at the Partnership offices so as to minimize cost and expenses to the Partnership.

7. Assets:

a. Returned to the County. All assets, personal property and/or real property acquired by the Partnership in whole or in part with Tax Proceeds or Private Funds shall be returned to the County, or transferred to any agency, organization or other entity designated by the County, within twenty (20) days following the termination or expiration of this Agreement. The Partnership agrees that should it acquire any real property by deed, such a deed shall include language which specifically and prominently provides that the real property

subject to the deed was purchased, in whole or in part, with County funds and is subject to this Agreement with the County.

Where activities supported by this Agreement produce reports, information, data or other material, in whole or in part, prepared or assembled by the Partnership, the County shall have the right to use, duplicate and disclose same in whole or in part, in any manner for any purpose whatsoever. All reports, data, information or other materials prepared by the Partnership in whole or in part with Tax Proceeds shall, within twenty (20) days following termination or expiration of this Agreement, be surrendered to the County and thereupon Partnership shall have no claim of any nature whatsoever upon said materials; provided, however, the Partnership may publish, disclose, distribute or otherwise use, in whole or in part, any reports, data, information, or other materials prepared in connection with this Agreement upon written approval of the Executive Director of the Trust, which approval shall not be unreasonably withheld.

b. Transfer of Property. Except for sales or exchanges of personal property in the ordinary course of its operations having a value of not more than \$5,000.00, the Partnership shall seek and receive approval from the Trust for its conveyance, deliverance, transfer or other disposal of any interest in any real or personal property acquired in whole or in part with Tax Proceeds or Private Funds.

The Partnership shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory of all items, having a value of not less than \$300.00 purchased with Tax Proceeds, Private Funds or any other funds on forms provided by the County or on forms mutually agreed upon by the County and the Partnership. The property control system must include listing of all property by description, model, serial number, date of acquisition and cost. Such property shall be inventoried annually and an inventory report shall be submitted to the Executive Director of the Trust.

8. Subcontracts

Construction of the Centers - Provider Services.

Partnership intends to contract with suppliers and service providers using standard RFP and/or bidding procedures as recognized and utilized in each particular industry. Emphasis will be focused on minority participation, and such will be delineated in the stated RFP and/or bid requirements as they are published or established.

9. Review of Performance

a. Annual Audit. The Partnership shall provide the County with annual audit reports performed by independent auditors for all activities performed pursuant to this Agreement, in accordance with generally accepted accounting principles, covering each of the Partnership's fiscal years. The audit must comply with OMB Circular A-133.

b. Inspection of Books and Records. The County retains the right to inspect all invoices, contracts, materials, payroll information, ledgers, computer data and all other books, financial and other records of the Partnership relating to or in any way connected with this Agreement. All such books, records and information shall be made available to the County or its designee for inspection, audit or copying during reasonable business hours without notice. In addition, all such books, records and information shall be retained by the Partnership for a period of three years following the expiration or termination of this Agreement unless the County designates otherwise. In the event of a claim, audit, investigation or any litigation in which the books, records and other information referenced above are determined by the County, in its sole discretion, to be relevant, the Partnership shall maintain and keep those records designated to be relevant until such as the County specifies otherwise.

The Partnership acknowledges and agrees that the County shall have the right at the cost and expense of County to perform periodic monitoring and evaluation of the activities undertaken by the Partnership pursuant to this Agreement, as determined by the County to be needed. Continuation of this Agreement is strictly and expressly contingent upon satisfactory evaluations by the County in subject areas including but not limited to comparisons of planned versus actual progress and planned versus actual budgets.

10. Assignment. The Partnership shall not assign, transfer or otherwise dispose of its rights, title or interest in this Agreement without the prior written consent of the County; provided, however, nothing in this paragraph shall prohibit the Partnership from entering into any subcontract, retaining consultants, or contracting with providers of services in fulfillment of its obligations under this Agreement without County consent or approval.

11. Termination. If the Partnership shall fail to fulfill in a timely manner any of its obligations under this Agreement, or shall violate any of the covenants, agreements, stipulations, representations or warranties in this Agreement, including but not limited to the failure of the Trust and the Partnership to agree to a work plan, as provided for in Article 5(d), the Trust shall have the right to terminate this Agreement or reduce services by giving at least twenty (20) days prior written notice to the Partnership of such intent to terminate or reduce services and specifying the reasons therefore. After receiving such notice, the Partnership shall have a reasonable time period in light of the circumstances, as determined in the sole discretion of the Trust, to cure any violation which formed the basis of the twenty-day notice.

12. Rules; Regulations; Licensing Requirements. The Partnership, its staff and any entity with whom the Partnership subcontracts must possess all of the required State of Florida.

licenses, as well as a Dade County occupational license(s), if required. In addition, the Partnership shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest.

13. Indemnification. The Partnership agrees that it is neither an agency nor instrumentality of the County but only an independent contractor. In addition, the County and the Partnership agree that no partnership or joint venture exist or is intended to be created hereby. Accordingly, the Partnership agrees to indemnify and save the County, and its past, present and future employees or agents, harmless from any and all claims, liability, losses and causes of action which may arise in whole or in part out of the actions taken by or omissions of the Partnership in fulfilling or attempting to fulfill the obligations and responsibilities contemplated by this Agreement. The Partnership shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue therefrom, with the sole exception of those caused by the act or negligence, in whole or in part, of County employees or officers. Any such costs and expenses incurred or for which the Partnership shall become liable and which are not paid by insurance proceeds may be reimbursed to

Partnership or paid from any Tax Proceeds, Private Funds or other funds available for the Plan in the same manner as other approved expenses are reimbursed or advanced hereunder; provided, however, reimbursement of such expense shall be at the sole discretion of the Executive Director of the Trust.

14. Insurance. The Partnership agrees to provide the County within fourteen (14) days of the execution of this Agreement with original certificates of the following kinds of insurance coverage:

- (1) Worker's Compensation Insurance for all employees of the vendor as required by Florida Statutes 440.
- (2) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Dade County must be shown as an additional insurer with respect to this coverage.
- (3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Partnership's performance of this Agreement, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Most insurance companies provide "non-owned car" coverage at a modest extra cost.
- (4) If providing medical services, proof of Medical Malpractice Insurance in the name of the proposer/vendor.

The insurance coverage required shall include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State

of Florida, with the following qualifications: (1) the company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division; and (2) the company must hold a valid Florida Certificate of Authority as shown in the latest "list of All Insurance companies authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change will be made without thirty (30) days written advance notice to the certificate holder. Metropolitan Dade County must be shown as an additional insured with respect to these policies.

15. Equal Opportunity Employment. The Partnership agrees that it will not discriminate as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of this Agreement. The Partnership agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60).

16. Family Leave. The Partnership agrees to comply with the Family Leave Ordinance (No. 91-142), and with Metropolitan Dade County Resolution No. 1499-91, as adopted by the Board of County Commissioners on December 17, 1991.

17. Conflict of Interest. The Partnership agrees to abide by and be governed by County Ordinance #72-82 regarding conflict of interest.

The Partnership further covenants that no person who presently exercises any functions or responsibilities in connection with the project, has any personal financial interests, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of its services hereunder. The Partnership further covenants that in the performance of this Agreement any conflicting interest on the part of the Partnership or its employees shall be disclosed in writing to the Executive Director of the Trust; that no one responsible for hiring staff will hire his/her own relatives; and that no staff person working on this Agreement covered by this contract will be supervised by, or otherwise held responsible to, any individual who is a relative of an employee.

18. Civil Rights Compliance. The Partnership agrees to abide and be governed by the Civil Rights Act of 1964, Title VII, as amended in 1972, and including Executive Orders 11246 and 11375 and Department of Labor Regulations (41 CFR Chapter 60), which provides in part that there will not be discrimination on the bases of race, color, sex, religious background, ancestry, or national origin in performance of this Agreement, in regard to persons served, or in regard to employment and it is expressly understood that upon receipt of evidence of such discrimination,

the County shall have the right, after notice and an opportunity to cure, to terminate this Agreement. The Partnership also agrees to abide and be governed by the Age Discrimination in Employment Act of 1967, as amended in 1979, which provides in part that there shall be no discrimination against persons aged 40-70 in any area of employment because of age.

Also, where required, the Partnership must ensure compliance with the equal employment opportunity requirements found at 28 CFR 42.301 et seq., Subpart E. (See Section 42.306(A) and 42.307).

Further, the Partnership will comply with the Rehabilitation Act of 1973, Section 504, which does not allow discrimination against a person having a mental or physical handicap and with the Americans with Disabilities Act of 1990, Title I and Title II.

19. Notices. All notices or other communication required pursuant to this Agreement or issued in connection with the performance thereof shall be sufficient when sent by United States certified or registered mail, postage prepaid, return receipt requested, addressed to the County, or the Partnership at the addresses set forth below. The parties may, by such notice, change the address to which subsequent notices shall be sent.

To the County:  
Metropolitan Dade County  
Homeless Trust  
111 N.W. 1st Street  
Miami, FL 33128  
ATTN: Sergio Gonzalez

To the Partnership:  
Community Partnership For Homeless, Inc.  
One Columbus Center  
1 Alhambra Plaza, #902A  
Coral Gables, Florida 33134  
Attn: Pat Pepper

20. Amendments. All Amendments to this Agreement shall be made in writing and executed by both the County and the Partnership.

21. Cooperation. In recognition of the importance of nurturing a close spirit of cooperation between the parties to this Agreement, the complexities of the issues and obligations arising hereunder in effecting the Plan, and the enormity of the task being undertaken by the Partnership pursuant to this unique contract between public and private interests, the parties do hereby instruct and direct the Contract Administrators to endeavor to develop a relationship of trust and cooperation that will yield mutual assistance and facilitate the resolution of problems and the implementation of the Plan. This cooperation should include frequent telephone and personal conferences regarding issues arising under the Agreement and in connection with the effecting of the Plan pursuant to the Agreement, mutual participation in board meetings of the County and the Partnership; sharing of notices of important meetings, the nurturing of singleness of purpose and meetings between the financial officers of the Trust and the Partnership. In furtherance of the recognition of the need to conserve funds and avoid duplication of effort, this spirit of cooperation

contemplates the availability of county employees to the extent reasonably possible to assist in the preparation of reports required by the County from the Partnership and as may otherwise be necessary to expedite mutual goals pursuant to this Agreement and the Plan.

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

23. Publicity. All advertisements, notices, signs, billboards or other publicity concerning activities undertaken by the Partnership in connection with this Agreement shall include and make reference to the fact that funds for the Project were provided by the Metropolitan Dade County Homeless Trust and private contributions, as applicable.

24. Dispute Resolution. In recognition of the complexities involved in effecting this Agreement and the desire on the part of the County and the Partnership to minimize the adverse effect and cost of disputes arising under this Agreement between the parties in connection with the required obtaining of consents and approvals, as well as on the interpretation of the meaning of the Plan and the funding thereof, the parties have mutually agreed that in the first instance, the Contract Administrators for the Trust and the Partnership will endeavor to resolve every dispute amicably and to define the nature and

extent of any disagreement to the extent possible between themselves, and if they are unable to reach an agreement within the time periods established herein, they agree that they will call in the Chairman of the Board of the Trust and the Chairman of the Board of the Partnership to assist in a review of the dispute and participate in the effort to find a resolution that will avoid the necessity of a determination by the Board of the Trust as contemplated, or the possibility of litigation and the parties agree that an extension of the time required for such decisions will be extended for a reasonable period in order for this to be accomplished. Furthermore, the parties agree that before any matter is brought to litigation, the parties agree to mitigate the differences in good faith. The foregoing represents an expression of the intent of both parties and each agrees to be bound thereby.

25. Affidavits. As a condition of the execution of this Agreement by the County, the Partnership has executed and delivered to the County the following affidavits and documents, copies of which are attached hereto and made a part hereof as consolidated Exhibit 2.

- a. Family Leave Plan Affidavit;
- b. Drug-Free Workplace Affidavit;
- c. Metro-Dade County Disclosure Affidavit;
- d. Disclosure Affidavit;
- e. Metro-Dade County South Africa Affidavit;

- f. Metro-Dade County Cuba Affidavit;
- g. Affidavit of Dade County Lobbyist  
Registration for Oral Presentation; and
- h. Sworn Statement Pursuant to Section  
287.133(3)(a), Florida Statutes on Public  
Entity Crimes.

26. Headings. The captions of Section contained herein are for convenient reference only and shall affect the construction or interpretation of any of the terms and provisions of this Agreement.

27. Conflict of Law. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with laws of the State of Florida, excluding the principles thereof governing conflicts of law.

28. Entire Agreement. This Agreement, including the exhibits attached hereto and made a part hereof, constitute the entire agreement between the County and the Partnership with reference to the subject matter referenced herein and no modification or amendment of this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

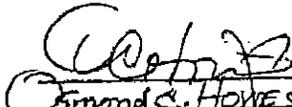
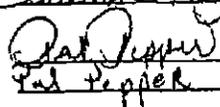
29. Waiver of Jury Trial. The County and the Partnership hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon or arising out of, under or in connection with this Agreement and any increases, amendments, extensions,

modifications or renewals thereto, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

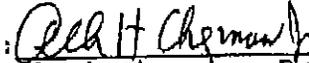
IN WITNESS WHEREOF, the County and the Partnership have caused this Agreement to be signed and sealed as of the date first written above.

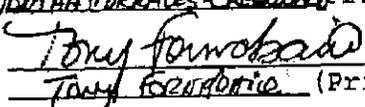
Executed and delivered:  
in the presence of:

WITNESS:

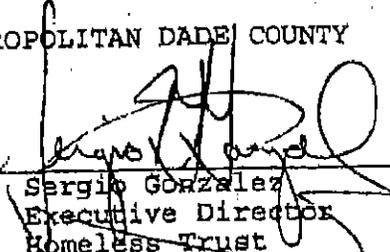
  
Emmet C. Howe Jr. (Print Name)  
  
Pat Pepper (Print Name)

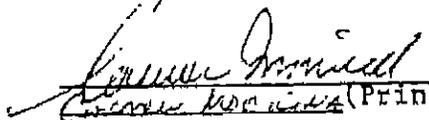
COMMUNITY PARTNERSHIP FOR  
HOMELESS, a Florida  
Not-For-Profit Corp.

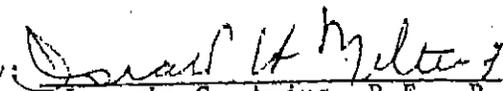
By:   
Alvah Chapman, President

  
Martha Corrales-Creswell (Print Name)  
  
Tony Foradori (Print Name)

METROPOLITAN DADE COUNTY

By:   
Sergio Gonzalez  
Executive Director  
Homeless Trust

  
Joaquin G. Avino (Print Name)  
  
Edward Guerrero (Print Name)

By:   
Joaquin G. Avino, P.E., P.L.S.  
County Manager

ATTEST:

HARVEY RUVIN, CLERK

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