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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date:	September 17, 2013
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Ratifying the Issuance of a Request for Applications for Homeless Housing and Services and Authorizing the Execution of a Memorandum of Understanding with the City of Miami

Agenda Item No. 14(A)(2)

Resolution No. R-777-13

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution ratifying the County Mayor's Action of issuing a Request for Applications for homeless housing and services; authorizing the County Mayor or County Mayor's designee to execute agreements with not-for-profit providers of homeless housing and services selected through the Request for Applications (RFA) process, some of which may be in excess of one million dollars if renewed; and authorizing the County Mayor or County Mayor's designee to execute a Memorandum of Understanding, in substantially the form attached hereto, with the City of Miami to receive funds from the City of Miami for the purchase of emergency beds from providers selected through the County's Request for Applications process.

Scope

The services will be provided to homeless persons Countywide through not-for-profit service providers selected through the RFA process.

Fiscal Impact/Funding Source

The total amount anticipated to be allocated for FY 2013-14 is approximately $1,250,000.00 in Homeless/Domestic Violence One Percent Food and Beverage Tax proceeds, with annual renewal amounts subject to available funding, and $240,297.75 in funds from the City of Miami.

Track Record/Monitor

Homeless Trust Executive Director Hilda Fernandez will be responsible for overseeing the grants to not-for-profit service providers selected through the RFA, in coordination with Terrell Thomas, Contracts Supervisor for the Homeless Trust. The selected not-for-profit service providers will be monitored through the Homeless Trust's existing monitoring processes, consisting of site visits, desk audits, the review of monthly, quarterly and annual progress reports, as well as the analysis of utilization rates. Renewals will be subject to performance review, the approval of the Trust Board, and the availability of funds, as approved by the Board of County Commissioners.

Background

The Trust identifies funding and program priorities on an annual basis to allocate to not-for-profit service providers in accordance with the priorities delineated in the Miami-Dade County Homeless Plan. This is a year-round planning process based on the analysis of trends, homeless

census data and best practice models that have proven successful in our mission to end homelessness in our community. Increased demand for services in recent months resulted in the Homeless Trust's review of existing programs and a recommendation during the July Homeless Trust Board meeting to allocate additional funds to address specific short term needs. Funding was recommended to be allocated in the following categories: 1) Approximately $950,000.00 for short-term housing placement and case management services (emergency housing) for individuals, families, and chronic homeless; 2) Approximately $200,000.00 to fund new "Housing First" model beds and services for the chronic homeless; and, 3) Approximately $100,000.00 in a Challenge Grant for match funds for currently operational projects with a prior County (Homeless Trust) capital investment.

Additional funds in the amount of $240,297.75 were identified by the City of Miami for emergency housing, and approved by the City of Miami Commission on July 25, 2013 (Resolution R-13-0299) to be allocated to the County, through the Miami-Dade County Homeless Trust, and following the execution of a Memorandum of Understanding, in substantially the form attached hereto, for distribution through this competitive process for beds to serve homeless persons within the City of Miami. These funds would be available for a total of one year and four months; no renewal funding has been identified by the City of Miami at this time.

In order to ensure the provision of these much-needed services as soon as possible following the Board's adoption of the final budget for FY 2013-14, preferably by the start of the new fiscal year (October 1, 2013), it was necessary for the Miami-Dade County Homeless Trust to initiate the RFA process; the process was duly noticed and advertised and became available on August 20, 2013. Based on the established Homeless Trust grant process, a selection committee appointed by the County Mayor will evaluate applications received in response to the RFA and will make recommendations to be acted upon by the Homeless Trust Board. The RFA includes language explaining that the execution of any contract resulting from the RFA is contingent on the Board's approval and adoption of the final FY 2013-14 budget, and the County will not enter into a contract with any not-for-profit service provider until the budget is approved. Should any changes be made to the recommended amount for this RFA, it will be taken into account prior to contracting with the selected not-for-profit service providers.

Attachment

Russell Benford, Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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**
_____	**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)(2)
9-17-13

RESOLUTION NO. R-777-13

RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION IN ISSUING A REQUEST FOR APPLICATIONS FOR HOMELESS HOUSING AND SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIAMI, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, TO RECEIVE AND EXPEND $240,297.75 IN CITY OF MIAMI FUNDS FOR HOMELESS HOUSING AND SERVICES; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS, SOME OF WHICH MAY EXCEED $1 MILLION IF RENEWED, WITH SELECT NON-FOR-PROFIT SERVICE PROVIDERS OF HOMELESS HOUSING AND SERVICES FOR FY 2013-2014 THROUGH FY 2015-2016 IN AN AMOUNT OF APPROXIMATELY $1,490,297.00, FOLLOWING A REQUEST FOR APPLICATIONS PROCESS, APPROVAL FOR FUNDING BY THE MIAMI-DADE COUNTY HOMELESS TRUST, AND APPROVAL FOR FORM AND LEGAL SUFFICIENCY BY THE COUNTY ATTORNEY'S OFFICE, IN ACCORDANCE WITH THE MIAMI-DADE COUNTY COMMUNITY HOMELESS PLAN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ALLOCATE ADDITIONAL FUNDS TO PROVIDERS SELECTED THROUGH THIS REQUEST FOR APPLICATION PROCESS FOLLOWING APPROVAL BY THE MIAMI-DADE COUNTY HOMELESS TRUST BOARD; AND TO EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES OF ANY AGREEEMENT ENTERED INTO PURSUANT TO THIS RESOLUTION

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor's action of issuing a Request for Applications process for Homeless Housing and Services; authorizes the County Mayor or the County Mayor's designee to execute a Memorandum of Understanding with the City of Miami, in substantially the form attached

hereto, to receive and expend $240,297.75 in City of Miami funds for emergency beds selected through the Homeless Trust's Request for Applications process; authorizing the County Mayor or the County Mayor's designee to negotiate and execute such contracts and agreements, some of which may exceed one million dollars if renewed, with non-profit providers selected through a Request for Applications process, following approval by the Miami-Dade County Homeless Trust and approval for form and legal sufficiency by the County Attorney's Office, in the amount of approximately $1,490,297.00; and authorizing the County Mayor or the County Mayor's designee to allocate additional funds and execute any necessary amendments, renewals, terminations, cancellations, and modification clauses of any contracts or agreements, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MIAMI
AND
MIAMI-DADE COUNTY HOMELESS TRUST

This Memorandum of Understanding (hereinafter sometimes referred to as "MOU") is entered into on the 16th day of August, 2013, by and between **CITY OF MIAMI**, a Florida municipal corporation, whose address is 3500 Pan American Drive, Miami, FL 33133 (hereinafter the "CITY"), and **MIAMI-DADE COUNTY, THROUGH ITS MIAMI-DADE COUNTY HOMELESS TRUST,** an agency and instrumentality of Miami-Dade County, whose address is 111 N.W. 1st Street, 27th Floor, Miami, FL 33128 (hereinafter the "TRUST"), both of whom are collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, the CITY is a party to a Settlement Agreement resolving a lawsuit styled, *Michael Pottinger, et al. v. City of Miami*, filed in the United States District Court, Case No.: 88-2406-Civ-Atkins (hereinafter the "Pottinger Settlement Agreement"); and

WHEREAS, the Pottinger Settlement Agreement limits the ability of City of Miami police officers to enforce certain misdemeanor criminal activity defined therein as "*Life Sustaining Conduct*" misdemeanors, committed by a "*homeless person*" (as defined therein), if there is no "*available shelter*" (also defined therein); and

WHEREAS, "*available shelter*" is defined in the Pottinger Settlement Agreement and herein as "a bed at no cost to the homeless person, within the territorial boundaries of the CITY or within one mile thereof, that treats homeless person with dignity and respect, imposes no religious requirements, and does not impose involuntary substance abuse or mental health treatment."; and

WHEREAS, the term "*available shelter*" and "*emergency housing bed*" are used synonymously in this MOU; and

WHEREAS, the Parties, in furtherance of their respective continuing commitments to assist the homeless population in Miami-Dade County and in the City of Miami, wish to provide additional "*available shelter*" or "*emergency housing beds*", as well as other beneficial programs, to "*homeless persons*" in the homeless population; and

WHEREAS, on July 1, 2013, the TRUST met and, following a review of existing gaps and needs in the countywide homeless continuum of care, resolved to fund an "approximate 98 beds .. plus the beds funded with City of Miami funds" provided that 100% of beds funded with

the money from the City of Miami would be used only for City of Miami homeless clients ...'"; and

WHEREAS, the City of Miami City Commission passed City of Miami Resolution R-13-0299 on July 25, 2013, which is incorporated herein by reference, attached hereto as "Exhibit A".

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the CITY, and the TRUST agree as follows:

I. RECITALS:

The foregoing recitals are incorporated herein by reference.

II. PURPOSE:

The purpose of this MOU is to establish an agreement between the Parties for the CITY's purchase of not less than fifteen (15) emergency housing beds ("*available shelter*") from the TRUST for the use of "*homeless persons*" who are residents of the City of Miami, and who are referred to such "*available shelter*" by CITY outreach or CITY police officers.

III. SCOPE

Pursuant to Resolution R-13-0299, subject to the TRUST funding approximately 98 emergency housing beds through its competitive process, the CITY is funding the purchase and reservation of additional emergency housing beds from the TRUST for a period of one (1) year and four (4) months, at an amount not to exceed $240,297.75 ("allocated funds"), which additional emergency housing beds shall be exclusively designated for CITY homeless individuals, at an *available shelter* at no cost to the homeless person within the territorial boundaries of the City of Miami or within one mile thereof, that treats homeless person with dignity and respect, imposes no religious requirements, and does not impose involuntary substance abuse or mental health treatment. The allocated funds are payable in 16 monthly installments of $15,018.61 each. The monthly installments are due on the first of each month commencing October 1, 2013, unless this MOU is terminated, as provided in Section VII of this MOU, before any monthly due date.

IV. AVAILABILITY OF FUNDS

The CITY funding has been allocated from the projected Fiscal Year 2012-2013 Budget Surplus, provided, however, that if such projected Budget Surplus is not realized, this MOU may be terminated by the CITY, as provided in VII of this MOU, without any recourse or, alternatively, if the Parties agree to do so, the Parties may negotiate an amendment reducing the amount of funding contributed by the City to the TRUST for the purchase of beds by the TRUST for the CITY.

V. MISCELLANEOUS

A. The TRUST shall follow its own transparent and competitive selection process to select and contract with not-for-profit provider(s) of homeless housing and services to provide emergency housing beds, as the City Commission has decided that it is not practicable or advantageous to the CITY to have the CITY purchase these emergency housing beds.

B. The use of all CITY-funded emergency housing beds shall not be sold, given, or granted to any third person or entity during the term of this MOU, in accordance with the referral process specified in Section II of this MOU.

C. The parties agree the CITY will have the Audit and inspection Rights provided by ss. 18-101 and 18-102 of the City Code which are deemed as being incorporated by reference herein relative to any and all CITY funding amounts used per this MOU.

VI. PERIOD OF PERFORMANCE

The term of this MOU is for a period of one (1) year and four (4) months. The term shall commence on **October 1, 2013**, and will conclude on **January 31, 2015** (unless terminated earlier as provided in Section VII of this MOU).

VII. TERMINATION

This MOU may be terminated without cause by any Party hereto upon providing thirty (30) days prior written notice to the other Party.

VIII. NOTICE

It is understood and agreed amongst the Parties that written notice shall be mailed or hand delivered to the addresses set forth below, and shall be deemed to have been served and given (the "effective date"): (a) if delivered by hand to the address listed below for each Party on the date received; or (b) if delivered by U.S. Mail, when sent by certified mail, return receipt requested, on the date received. The Parties designate the following addresses for notice:

For **City of Miami:**
City Manager
3500 Pan American Drive
Coconut Grove, FL 33133

For **Miami Dade Homeless Trust:**
Executive Director
Miami-Dade Homeless Trust
111 NW 1st Street, 27th Floor
Miami, FL 33128

IX. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this MOU shall only be valid when they have been reduced to writing, duly approved and signed by all Parties hereto. Approval of any amendment, alteration, variation, modification, extension or waiver of provisions by the CITY can only be effected by duly enacted resolution of the City Commission.

X. AUTONOMY

The Parties agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship among the Parties hereto. Each Party hereto acknowledges the independence and autonomy of the other Party hereto.

XI. NO PRIOR AGREEMENTS

This MOU, and its Exhibits, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

XII. THIRD PARTY BENEFICIARIES

There are no express or implied third party beneficiaries to this MOU.

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

CITY OF MIAMI

BY: _____ _____
Daniel Alfonso, Acting Date
CITY MANAGER

Attest:

BY: _____ _____
Todd Hannon Date
CITY CLERK

Approved as to Form and Correctness:

BY: _____ _____
Julie O. Bru Date
CITY ATTORNEY

MIAMI-DADE COUNTY

BY: _____ _____
Carlos A. Gimenez Date
COUNTY MAYOR
or COUNTY MAYOR'S DESIGNEE

Attest:

BY: _____ _____
Date
CLERK