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

MEMORANDUM

Agenda Item No. 14(A)(5)

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

DATE: September 16, 2015

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

SUBJECT: Resolution approving an Interlocal Agreement among the City of Miami, the Miami-Dade County Homeless Trust and Miami-Dade County, relating to delivery of emergency housing services for homeless persons by Miami-Dade County Homeless Trust and City of Miami; and directing the Mayor to execute same

Resolution No. R-788-15

The accompanying resolution was prepared by the Miami-Dade Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

Date: September 16, 2015

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Interlocal Agreement among the City of Miami, the Miami-Dade County Homeless Trust and Miami-Dade County, Relating to Delivery of Emergency Housing Services for Homeless Persons by Miami-Dade County Homeless Trust and City of Miami; and Directing the Mayor or Mayor's Designee to Execute Same

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement among the City of Miami (City), the Miami-Dade County Homeless Trust (Trust), and Miami-Dade (County), the lead agency for Miami-Dade County's Continuum of Care (CoC), relating to the delivery of housing services for homeless persons by the Trust and the City; and directing the County Mayor or County Mayor's designee to execute a signed Interlocal Agreement and accompanying Memorandum of Understanding (MOU) is attached hereto.

Scope

This Interlocal Agreement, affirming and adopting the MOU outlines:

- The terms to transition homeless persons currently on mats at Camillus House out of the City's Shelter Program and into traditional, indoor beds by October 2, 2015,
- The City's contracting of an additional 75 shelter spaces utilizing traditional, indoor beds at Camillus House with services that adhere to CoC standards. Beds will be available from October 1, 2015 through September 30, 2016 with referrals being made by the Police Homeless Coordination
- The Trust's competitive procurement of no less than 75 additional beds for unaccompanied men and women, and single women with minor children, for a period of 12 months effective October 2, 2015, with referrals being made by the City Outreach Program Specialists. The Trust beds will only continue if the City agrees, no later than August 2, 2016, to continue funding their 75 beds. The beds shall comply with the Addendum to the Settlement Agreement in the case of *Pottinger vs. City of Miami.*

Fiscal Impact/Funding Source

Funding in the amount of at least $700,000.00 generated from the Food and Beverage Tax has been identified by the Trust to competitively procure, through a Request for Application (RFA), no less than 75 emergency shelter beds with services.

Track/Record/Monitor

The entity involved in tracking and monitoring the MOU is the Trust's Executive Director Victoria Mallette, who will also be responsible for overseeing the grants to not-for-profit services providers selected through the RFA process in coordination with the Trust's Deputy Director Manny Sarria and the

Trus'st Contracts Manager Terrell Thomas Ellis. The Trust will be the administering department responsible for the monitoring of the not-for-profit service providers selected through the RFA.

Background

On August 1, 2014, the City, in partnership with the Miami Downtown Development Authority, the CRA Omni, CRA Park West, and private donations, launched the City of Miami Shelter Program (originally the Mat Program) for a 12-month period ending July 31, 2015. The program, provided by Camillus House, consisted of as many as 115 mats in an outdoor, open-air courtyard. The program accepted referrals of homeless persons from City Police Officers, who, as part of a Settlement Agreement in the case of *Pottinger vs. City of Miami*, had to offer a homeless person in violation "Life Sustaining Conduct" misdemeanors (littering, loitering in restrooms, obstructing passage on sidewalks, living and/or sleeping in vehicle, etc.) available shelter and could only issue an arrest if the homeless person refused. The Mat Program did not meet the Trust's Standards of Care and was not part of the Miami-Dade Community Homeless Plan to End Homelessness.

An Interlocal Agreement and MOU between the City, Miami-Dade County, and the Trust creates additional indoor emergency shelter capacity, utilizing traditional beds, and, ultimately, enhances housing and services for homeless persons, particularly those within the City.

The Interlocal Agreement and accompanying MOU outline the following:

1) The Trust provides assistance and appropriate funding for transition of homeless persons currently placed on mats at Camillus House under the City's Shelter Program by October 1, 2015.
2) The City will contract 75 available shelter spaces at Camillus House, and/or other providers, from October 1, 2015 through September 30, 2016, to exclusively serve homeless persons identified by the City's Police Homeless Coordinator. The shelter shall provide traditional, indoor beds for all persons served with accompanying services following the CoC standards.
3) The Trust will contract through a competitive process no fewer than 75 beds for 12 months beginning October 1, 2015. These beds will comply with the Coordinated Assessment and Referral Process, and will be used for referral of homeless persons including unaccompanied men and women, and single women with minor children, who are referred by, the City's Community Outreach Program Specialists using the Coordinated Entry System.
4) The beds shall comply with the Addendum to the Settlement Agreement in *Pottinger vs. City of Miami*. Should any party breach the MOU, there is a 30-day curative period upon written notification.

Attachments

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: September 16, 2015

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

SUBJECT: Agenda Item No. 14(A)(5)

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)(5)
9-16-15

RESOLUTION NO. R-788-15

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF MIAMI, THE MIAMI-DADE COUNTY HOMELESS TRUST AND MIAMI-DADE COUNTY, RELATING TO DELIVERY OF EMERGENCY HOUSING SERVICES FOR HOMELESS PERSONS BY MIAMI-DADE COUNTY HOMELESS TRUST AND CITY OF MIAMI; AND DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME

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

WHEREAS, the Miami-Dade County Homeless Trust has agreed to provide appropriate assistance and funding to transition homeless persons placed on mats at Camillus House, through the City of Miami Shelter Program, to traditional, indoor beds by October 1, 2015; and

WHEREAS, the City of Miami has agreed to enter into a contract with Camillus House and/or other providers, for 75 available shelter spaces utilizing traditional, indoor beds, with services following Continuum of Care standards, from October 1, 2015 through September 30, 2016; and

WHEREAS, the Miami-Dade County Homeless Trust will procure through a competitive process no less than 75 emergency beds for a period of 12 months, effective October 1, 2015. The beds will comply with the Coordinated Assessment and Referral Process, and be for referrals of homeless persons, including unaccompanied men and women, and single women with minor children, refereed by a City of Miami Outreach Program specialist. These beds will only continue if the City of Miami agrees, not later than August 2, 2016, to continue funding their 75 beds; and

WHEREAS, the emergency beds and/or available shelter spaces shall comply with the Addendum to the Settlement Agreement in the case *Pottinger vs. City of Miami,*

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves an Interlocal Agreement among the City of Miami, Miami-Dade County Homeless Trust and Miami-Dade County, in substantially the form attached hereto and directs the County Mayor or the County Mayor's designee to execute same.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of September, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

INTERLOCAL AGREEMENT

AMONG

MIAMI-DADE COUNTY, CITY OF MIAMI, AND MIAMI-DADE COUNTY HOMELESS TRUST

CONCERNING DELIVERY OF SERVICES REGARDING HOMELESS BY MIAMI-DADE COUNTY HOMELESS TRUST AND CITY OF MIAMI

This Interlocal Agreement among Miami-Dade County, a political subdivision of the State of Florida (the "County"), the City of Miami, a municipal corporation of the State of Florida (the "City"), and the Miami-Dade County Homeless Trust (the "Trust"), the lead agency for Miami-Dade County's Continuum of Care (CoC) adopts the attached Memorandum of Understanding (MOU) between the parties, and is entered into this ____ day of _____, 2015 (the "Agreement").

The County, City and Homeless Trust recognize their mutual obligations and responsibilities regarding delivery of housing and services for homeless persons as outlined in the MOU.

This Interlocal Agreement, having been approved by the Miami-Dade Homeless Trust, the Miami-Dade County Board of County Commissioners, and the City of Miami Commission, hereby adopts and affirms the attached MOU.

BY:_____ **Date:** 8/26/15

for **CARLOS A. GIMÉNEZ**
MAYOR
MIAMI-DADE COUNTY

BY:_____ **Date:** 8-26-15

DANIEL J. ALFONSO
CITY MANAGER
CITY OF MIAMI

BY:_____ **Date:** 08-25-15

RONALD L. BOOK
CHAIR
MIAMI-DADE COUNTY
HOMELESS TRUST

MEMORANDUM OF UNDERSTANDING

AMONG

MIAMI-DADE COUNTY, CITY OF MIAMI, AND MIAMI-DADE COUNTY HOMELESS TRUST

CONCERNING DELIVERY OF SERVICES REGARDING HOMELESS BY MIAMI-DADE COUNTY HOMELESS TRUST AND CITY OF MIAMI

Purpose and intent. The purpose and intent of this Memorandum of Understanding is to provide for the general terms and conditions of an Agreement which will be presented by Interlocal Agreement to the Miami-Dade County Homeless Trust, Miami-Dade County Board of County Commissioners, and the City of Miami Commission for approval by their respective legislative bodies.

(a) Miami-Dade County.

(b) City of Miami.

(c) Miami-Dade County Homeless Trust.

Memorandum of Understanding. The undersigned parties to this Memorandum of Understanding agree to the following terms regarding delivery of services to the homeless:

1. **Transition.** The Miami-Dade County Homeless Trust will agree to provide assistance and appropriate funding for the transition of homeless persons currently placed on mats, at Camillus House under the City of Miami Shelter Program. All clients assisted by the Homeless Trust in this transition period will be provided a traditional, indoor bed in compliance with Homeless Trust Standards of Care. (For the purposes of this Memorandum of Understanding and the Interlocal Agreement, a "traditional indoor bed" shall mean an indoor piece of furniture with a mattress used as a location to sleep or relax.) The Trust and the City will cooperate in good faith to transition all Shelter Program residents prior to the Shelter Program closing by October 1, 2015.

2. **City of Miami to Contract for 75 Available Shelter spaces.** The City of Miami will agree to enter into a contract with Camillus House, and/or other provider(s), for the provision of seventy-five (75) "Available Shelter" spaces with traditional beds, for a period of twelve (12) months from October 1, 2015 through September 30, 2016. These beds shall exclusively serve referrals of homeless persons identified by the City of Miami Police Homeless Coordinator. The City of Miami Shelter Program will require Camillus, and/or other provider(s), to provide traditional, indoor beds for all persons served

after October 1, 2015. The contract between the City of Miami and Camillus House, and/or other provider(s), will provide traditional, indoor beds which will include the provision of services to those homeless persons placed into these Available Shelter spaces. Such services will follow the Continuum of Care standards to include at a minimum, but not be limited to, the use of the Homeless Management Information System (HMIS) to track outcomes; up to three (3) meals a day; basic case management, information and/or referral to ancillary services, access to basic health, substance abuse, and/or mental health screening on a voluntary basis, access to: showers, clothing exchange, toilet facilities, mail room, library, computers, electrical outlets, telephones, socialization, and other recreational activities, assistance to receive entitlement benefits (i.e., SSI, VA, TANF, Medicaid and other entitlements), referral to educational, recreational and vocational services as appropriate, and referral to transitional and/or advanced care housing.

3. Homeless Trust to Contract for 75 emergency shelter beds. The Miami-Dade County Homeless Trust agrees to procure through a competitive Request for Proposals process for not less than seventy-five (75) Emergency Shelter beds for a period of twelve (12) months effective October 1, 2015. These beds shall comply with the Coordinated Assessment and Referral process, and be for referrals of homeless persons, including unaccompanied men and women, and single women with minor children, referred by a City of Miami Community Outreach Program Specialists using the Coordinated Entry System. It is understood that these beds will only continue beyond October 1, 2016 if the City of Miami agrees, not later than August 1, 2016, to continue funding their seventy-five (75) beds as contemplated in paragraph 2 of this agreement.

4. Compliance with Addendum to Settlement Agreement in *Pottinger v City of Miami*. The foregoing, "Available Shelter spaces" or "Emergency Shelter beds" shall comply with the Addendum to Settlement Agreement in the case of *Pottinger v. City of Miami*, ie. a shelter for a period of at least 24 hours, with a traditional, indoor bed, at no cost to the homeless person, that treats homeless persons with dignity and respect, imposes no religious requirements, and, unless agreed to by the homeless person, does not impose involuntary substance abuse or mental health treatment as a condition for shelter.

Should any party breach this Memorandum of Understanding, that party shall have a right to cure the breach upon 30 days of written notification of the breach by the other party.

5. Approval. The parties agree that the intent and purpose of this Memorandum of Understanding is to draft an Interlocal Agreement between the Miami-Dade County, the City of Miami, and the Miami-Dade County Homeless Trust containing *inter alia* the foregoing terms for submission to the Miami-Dade County Board of County Commissioners, the City of Miami Commission, and the Miami-Dade County Homeless Trust for approval.

BY: _____ Date: 07-31-15
CARLOS A. GIMÉNEZ
MAYOR
MIAMI-DADE COUNTY

BY: _____ Date: 8.4.15
DANIEL J. ALFONSO
CITY MANAGER
CITY OF MIAMI

BY: _____ Date: 7/31/15
RONALD L. BOOK
CHAIR
MIAMI-DADE COUNTY
HOMELESS TRUST

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