

Memorandum



Date: April 20, 2021

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

Agenda Item No. 14(A)(2)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-383-21

Subject: Resolution Approving Grant Agreement with the Eleventh Judicial Circuit of Florida to Create a Web Based Portal for Landlords and Tenants to Access Court Information and Mediation Services During Eviction Proceedings in the Total Amount of \$100,000.00 and Authorizing the County Mayor or County Mayor’s Designee to Execute the Grant Agreement and Exercise All Provisions Contained Therein

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution and Grant Agreement authorizing the County to provide up to \$100,000.00 in funding to the Eleventh Judicial Circuit of Florida (Court) for the creation of the Court Housing Eviction Landlord/Tenant Portal (Court HELP). The grant agreement was negotiated in compliance with Resolution No. R-111-21. Court HELP will permit landlords and tenants to access court information online and participate remotely in court mediation proceedings.

Scope

The scope of this agenda item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the two year term of the Grant Agreement is \$100,000.00. The grant will be paid from the County’s FY2020-21 General Fund. This grant program expenditure will also be evaluated for reimbursement from the CARES Act and/or the American Rescue Plan (ARP) Act.

Background

On February 17, 2021, the Board adopted Resolution No. R-111-21 directing the County Mayor or County Mayor’s designee to negotiate a grant agreement with the Eleventh Judicial Circuit of Florida to provide \$100,000.00 to fund the creation of the Court HELP program to assist landlords and tenants in the eviction process and to identify legally available funds from available CARES Act funds; Marlins Settlement funds; or the Fiscal Year 2020-2021 County Budget to fund the grant. The Court HELP program will assist landlords and tenants with accessing information during evictions proceedings and provide remote access to Court mediation services.

The negotiated Grant Agreement (Exhibit A) complies with the direction in Resolution No. R-111-21 and will be funded from the County’s FY2020-21 General Fund. The Grant Agreement will expand existing online case resolution to include landlord-tenant civil case information on the web portal managed by the Court. Currently, landlords and tenants must

travel to courthouses to participate in proceedings and wait in line to receive legal services. Remote access to legal remedies and the availability of online dispute resolution will provide much needed relief through flexibility with scheduling and reduced travel costs.

Delegation of Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the Grant Agreement, including any cancellation provision contained therein.

Track Record/Monitor

David Clodfelter, Director of the Office of Management and Budget, is responsible for monitoring the Grant Agreement.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
4-20-21

R-383-21
RESOLUTION NO. _____

RESOLUTION APPROVING GRANT AGREEMENT WITH
THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO
CREATE A WEB BASED PORTAL FOR LANDLORDS AND
TENANTS TO ACCESS COURT INFORMATION AND
MEDIATION SERVICES DURING EVICTION PROCEEDINGS
IN THE TOTAL AMOUNT OF \$100,000.00 AND
AUTHORIZING THE COUNTY MAYOR OR COUNTY
MAYOR'S DESIGNEE TO EXECUTE THE GRANT
AGREEMENT AND EXERCISE ALL PROVISIONS
CONTAINED THEREIN

WHEREAS, on February 17, 2021, this Board approved Resolution No. R-111-21 directing that the County Mayor or County Mayor's designee negotiate a grant agreement with the Eleventh Judicial Circuit of Florida, in an amount not to exceed \$100,000.00, to create a web based portal for landlords and tenants to access court information and mediation services during evictions proceedings to assist the Court in obtaining the funding for the Court Housing Eviction Landlord/Tenant Portal Project (Court HELP); and

WHEREAS, Court HELP will assist both landlords and tenants in residential eviction cases with accessing the appropriate legal remedies remotely and provide for access to an online dispute resolution process using court mediators; and

WHEREAS, Court HELP will decrease the need for landlords and tenants to travel to courthouses and permit the parties to participate in scheduled mediation remotely, thereby reducing lost wages because of travel and providing flexibility for scheduling mediations; and

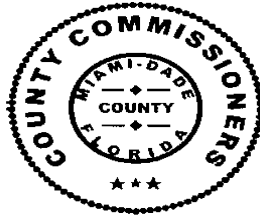
WHEREAS, this Board desires to enter into a grant agreement negotiated by the County Mayor or County Mayor's designee as set forth in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Grant Agreement with the Eleventh Judicial Circuit of Florida, in substantially the form attached hereto, to create a web based portal for landlords and tenants to access court information and mediation services during eviction proceedings in a total amount not to exceed \$100,000.00 and authorizes the County Mayor or County Mayor’s designee to execute the same and exercise all provisions, including the cancellation provisions, contained therein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of April, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "OR" followed by a flourish.

Oren Rosenthal

**GRANT AGREEMENT BETWEEN THE ELEVENTH JUDICIAL CIRCUIT OF
FLORIDA AND MIAMI-DADE COUNTY**

THIS GRANT AGREEMENT is entered into by and between the **ELEVENTH JUDICIAL CIRCUIT OF FLORIDA**, acting by and through the Administrative Office of the Courts (hereinafter "Court"), located at 175 NW 1st Avenue, Suite 3016, Miami, Fl 33128, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), through its Office of the Mayor (hereinafter "Department"), located at 111 NW 1st Street, Suite 2900 Miami, Fl 33128.

RECITAL

WHEREAS, as a result of the coronavirus disease 2019 (COVID-19) Pandemic, many tenants in Miami-Dade County who have lost their income due to layoffs and furloughs, face the possibility that their inability to timely pay their rent and any late fees could result in economic hardship for such tenants and possible evictions; and

WHEREAS, temporary protections, including limited moratoriums on evictions, holds on shutting off utilities due to nonpayment of rent, and prohibiting late fees, have been put in place by the Federal, state and local governments; and

WHEREAS, despite these temporary protections, these costs could continue to accrue to be payable at the end of the moratorium and upon expiration of these protections, it is likely that there will be a wave of eviction proceedings in Miami-Dade County, with associated costs, judgments and lingering stigma; and

WHEREAS, in light of the above, the Court desires to implement a web-based platform tool that will assist both landlord and tenants in county court residential eviction cases with accessing the appropriate legal remedies remotely and provide for an online dispute resolution process using court mediators called the Court Housing Eviction Landlord/Tenant Portal ("Court HELP Project"); and

WHEREAS, the Court is seeking grant funding in the amount of \$100,000 ("Grant Funds") to build the Court HELP Project to facilitate landlords and tenants in obtaining the much-needed relief in anticipation of the upcoming eviction crisis a result of the Covid-19 Pandemic; and

WHEREAS, the County, in an effort assist the Court in obtaining the funding for the Court HELP project, passed Resolution No. R-111-21, directing the County Mayor or County Mayor's designee to negotiate a \$100,000 Grant Agreement with the Court to create a web based portal for landlords and tenants to access court information and mediation services during eviction proceedings; and

WHEREAS this Grant Agreement (hereinafter "Agreement") s to memorialize the collaborative intentions of the Court and County in connection with the Court HELP Project upon being awarded a grant in the amount of \$100,000 for the Court HELP Project ("Grant Award"),

EXHIBIT A

NOW THEREFORE, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Court and the County agree as follows:

SECTION I COURT OBLIGATIONS

The Court agrees to organize and engage in the Court HELP project in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall be communicated to the County in writing.

The Court will provide a budget in accordance with the Scope of Services and agrees that all expenditures or costs shall be made in accordance with the budget, which is attached herein and incorporated hereto as Attachment B

In the event that any Grant Funds remain unused as of the termination of this Agreement or are not expended in a manner consistent with the Scope of Service or the budget as set forth in Attachments A and B, the Court shall return such portion of the Grant Funds to the County.

SECTION II COUNTY GRANT OBLIGATIONS

Within thirty (30) days of the effective date of this Agreement or such other time as mutually agreed upon by the parties, the County shall provide the Grant Funds, in the amount of \$100,000.00, to the Court to fund the Court HELP Project. Such funding shall be used exclusively by the Court for the Court HELP Project as set forth herein and in Attachment A. Should funding for the Project cease or be reduced, this Agreement may be terminated at the sole discretion of the parties hereto.

SECTION III EFFECTIVE TERM

Both parties agree that the effective term of this Agreement will be for a period commencing on the date of execution by the last party required to sign it and upon approval by the Supreme Court and shall continue until the earlier of the unavailability of funds, termination as set forth in Section VIII, or a two year period from the effective date.

SECTION IV NOTICES

- A. All notices, demands, or other communications to the Court under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Eleventh Judicial Circuit of Florida

EXHIBIT A

Administrative Office of the Courts
Attn: Sandra M. Lonergan, Trial Court Administrator
175 NW 1st Ave, 30th floor
Miami, FL 33128

- B. All notices, demands, or other communications to the County under this Agreement shall be in writing and deemed received if sent by certified mail to:

Miami-Dade County
Office of the Mayor
Attn: Geri Bonzon-Keenan, Successor County Attorney
111 N.W. 1st Court, Suite 2900
Miami, Florida 33128

- C. All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

SECTION V INDEMNIFICATION

- A. The Court assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Court and its officers, employees, servants, and agents. The Court warrants and represents that it is self-insured for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Court's officers, employees, servants and agents while acting within the scope of their employment with the Court.

The Court shall indemnify, defend and hold harmless the Board of County Commissioners of Miami-Dade County, Florida ("Board"), 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 Board, the County and 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 Court or its employees, agents, servants, partners, principals or subcontractors. The Court 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. The Court expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Court 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.

EXHIBIT A

Notwithstanding language in this Agreement to the contrary, the Court's obligation to indemnify the County is specifically limited to the monetary caps and other limitations provided for in section 768.28, Florida Statutes.

- B. The County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and its officers, employees, servants, and agents, subject to the limitations of section 768.28, Florida Statutes. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.
- C. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.

SECTION VI INSURANCE

A. The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The County shall maintain a fiscally sound and prudent risk management project with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

B. The Court, its employees, agents, and volunteers are insured by the State Risk Management Trust Fund, pursuant to section 284.31, Florida Statutes. The Court will not be required to purchase or maintain any additional insurance coverage under this Agreement.

SECTION VII TERMINATION/REMEDIES

- A. If any party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate its participation under this Agreement by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the thirty (30) day time period.
- B. Any party may terminate this Agreement at any time for convenience upon thirty (30) calendar days' prior written notice to the other party. Any such termination shall be affected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

EXHIBIT A

- C. In the event a dispute arises which the Court and County cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and selected by the parties. The cost of the mediation shall be borne equally by the parties. To the extent permitted by law, the mediation process shall be confidential.
- D. Any party's failure to comply with all applicable federal, state, and local laws and regulations would be a material breach of this Agreement and subjects it to immediate termination.
- E. This Grant Agreement has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the Agreement be terminated.
- F. Upon the termination of this agreement, the Court shall return any unused Grant Funds to the County.

SECTION VIII RECORDS RETENTION/OWNERSHIP

- A. The Court and County shall allow public access to all documents, papers, letters, or other material made or received by the Court or County in connection with this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and Florida Rule of Judicial Administration 2.420. Public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure. Failure to allow such public access shall result in the immediate termination of this Agreement. The County and Court shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Florida Rules of Judicial Administration 2.430 and 2.440.
- B. For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of Court's official business.
- C. If the Court has questions regarding the application of chapter 119, Florida Statutes, to the Court's duty to provide public records relating to this Agreement, contact the custodian of public records at:

Luis Montaldo, Esq.
Attorney for the Clerk of the Board
Miami-Dade County Courthouse
73 W Flagler St
Miami, FL 33130
Phone: 305-275-1155

EXHIBIT A

- D. If the County has questions regarding the application of chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration to the County's duty to provide public records relating to this agreement, contact the Office of the General Counsel:

Patricia Gladson, Esq.
General Counsel
175 N.W. 1st Street, Suite 3033
Miami, Florida 33128
Phone: 305-349-7165
Email: pgladson@jud11.flcourts.org

- E. In the event the Court or County does not comply with the public records disclosure requirement set forth in section 119.0701 of the Florida Statutes, Florida Rule of Judicial Administration 2.420, and this Agreement, the Court or County may avail itself of the remedies set forth in the Termination/Remedies of this Agreement.

SECTION IX STANDARDS OF COMPLIANCE

- A. The Court and the County, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- B. The Court and the County shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes and Florida Rule of Judicial Administration 2.420. Should the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the County.
- C. All parties assure that no person shall be excluded on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, status as a victim of dating violence, status as a victim of stalking, gender identity, gender expression or sexual orientation, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. All parties shall take all measures necessary to effectuate these assurances.

SECTION X AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of the parties and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Court is only the recipient of funding support and is not an agent or instrumentality of the County.

EXHIBIT A

SECTION XI PROJECT REPORTING

Upon request, the Court shall provide the County reports on the Court HELP activities and project-related events.

SECTION XII GENERAL PROVISIONS

- A. This Agreement may be amended only with the written approval of the parties hereto.
- B. Any litigation arising out of the performance of this Agreement shall take place in a judicial forum within Miami-Dade County, Florida. Further, this Agreement shall be construed in accordance with the laws of the State of Florida and the ordinances of Miami-Dade County, Florida, as applicable.
- C. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect, to the extent permitted by law.
- D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Grant Agreement by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the term of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless stated otherwise in writing.
- E. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character, which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.
- F. This Agreement should inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- G. In the event any provision of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference herein, shall be interpreted as a whole to resolve any inconsistency.

EXHIBIT A

H. This Agreement states the entire understanding and agreement between the parties and superseded any and all written or oral representations, statements, negotiations, and agreements previously existing between the parties with respect to the subject matter of this Agreement. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party to a contractual relationship unless they have been reduced to writing and signed by their respective authorized representative(s).

SECTION XII MISCELLANEOUS PROVISIONS

- A. Counterparts. This Agreement can be signed in counterparts, and each counterpart shall constitute an original of this Agreement.
- B. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.
- C. Totality of Agreement/Severability of Provisions. This eleven (11) page Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services
Attachment B: Budget

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Grant Agreement.

THE ELEVENTH JUDICIAL
CIRCUIT OF FLORIDA

Signed by: *H. Woolley*
Name: Sandra M. Longgan
Title: Trial Court Administrator
Date: March 29, 2021

Reviewed as to Legal Form
and Sufficiency

Pat Gladson 03/29/21
Patricia Gladson, Esq., General Counsel
Eleventh Judicial Circuit

PG/cr/W012
CONTRACT NO. K21-009

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

Signed by: _____
Name: Morris Copeland
Title: Chief Community Services Officer
Date: _____

ATTEST:
Harvey Ruvin, Clerk

Deputy Clerk

EXHIBIT A

ATTACHMENT A

Project: Court Housing Eviction Landlord/Tenant Portal (Court HELP)	
Background	Purpose of project: Expand the current Online Case Resolution (OCR) to include County Civil Landlord-Tenant case types.
	Background that led up to project: The Coronavirus Disease of 2019 (COVID-19) pandemic has had devastating impacts worldwide. The World Health Organization has maintained that COVID-19 is a Public Health Emergency of International Concern. The State of Florida declared a State of Emergency on March 9, 2020, and Miami-Dade County declared a Local State of Emergency on March 12, 2020. Currently, those states of emergency still exist. Federal, state, and local executive orders have suspended evictions and court ordered enforcement by police departments. One of the consequences of COVID-19 has been the shut-down of businesses ordered by state government, resulting in people staying indoors. Consequently, the unemployment rate has increased, which directly affects people's ability to meet their financial responsibility of paying their rent when due. As Florida and Miami-Dade County begin preparing for the recovery stages of COVID-19, the Eleventh Judicial Circuit of Florida (EJC) expects to be inundated with large numbers of COVID-19 eviction related lawsuits.
	Justification for project (business case): Statewide, the number of pending evictions total approximately 31,000. However, it is estimated that within the next year, there will be 75,000 eviction cases filed. Over 18,000 landlord/tenant cases are filed yearly in Miami-Dade County, based on 2017-2019 statistics. It is estimated that cases will double over the next year, which means there will be 36,000 eviction cases, which correlates to roughly 138,000 landlords, tenants, and family members being affected based on Miami Dade County average of 2.83 individuals per household. The Eleventh Judicial Circuit (EJC) seeks to create an innovative web-based platform that will assist both landlords and tenants in eviction cases with accessing the Court, Clerk of the Courts services, the Circuit's Mediation Division, and community resources remotely 24 hours a day, 7 days per week. The Court Housing Eviction Landlord/Tenant Portal (Court HELP) project will resolve landlord/tenant disputes more efficiently through Online Case Resolution (OCR) facilitating access to the court and decreasing the public's foot traffic at the courthouses and time to case resolution.
Scope	Requirements: • User friendly web-based portal • Platform can be used anytime using computer, smartphone, or tablet • Ability to automate the input of case information • Provides information to landlords and tenants about the court process, court forms and documents with links to community partners and resources • System to send notifications to parties in the case • System allows for documents to be signed electronically • System to create statistical reports based on performance measures provided by business owner
	Success criteria (how will success be measured?):

ATTACHMENT A

	Objectives	Evaluation Metrics
	Objective 1: Access to Justice: Promote access to justice for all those involved in eviction cases and reduce the number of default final judgments and writs of possession. Court HELP will have positive benefits for landlords and tenants, eliminating travel time to a courthouse and related costs, avoiding lost wages, and providing flexibility for scheduling mediation.	• Number of people that access the platform • Number of default final judgment and writs of possession • Number of hearings conducted
	Objective 2: Improve Efficiency: Streamline current processes through case triage and increase the average number of cases resolved through mediation using the online dispute resolution platform.	• Number of cases mediated • Settlement rates • Time to disposition rate • Clearance rate • Length of mediation • Case load/volume
	Objective 3: Establish online access tool and resource center for parties to understand and apply information to their cases resulting in improvement in user satisfaction and accessibility to target population.	• Number of people accessing the online resource center • Survey results from public and stakeholders
Out of scope: • Deviations from Requirements Document • Case types other than Landlord-Tenant		
Deliverables	• Project Charter • Requirements Document • CITeS Project Status Reports and Closing Report (technology only) • Web-based portal • Training/Train the Trainer • User Guide (Business Owner and CITeS Training Specialist)	

EXHIBIT A

Attachment B

Budget

Please note this Budget is subject to revisions in accordance with the terms of this Agreement.

Funding Source	Fiscal Year 2020-2021
County Funds	\$100,000
Federal Grant Funds	\$0
Totals	\$100,000

Miami-Dade County Eleventh Judicial Circuit Grant Agreement

Court Housing Eviction Landlord/Tenant Portal (Court HELP) Project Proposed Grant Budget			
	Rate	Hours or Cases	Total
Matterhorn Platform			
Set up fee (one-time)			\$ 3,000
Integration fee (one-time)			\$ 4,000
Transaction fee per case	\$ 10.00	4,500	\$ 45,000
Personnel			
Mediator (12.5 hrs/week)	\$ 30.00	600	\$ 18,000
PT Case Manager (20 hrs/week)*	\$ 20.90	957	\$ 20,001
Contingency	10%		\$ 9,999
Total			\$ 100,000

* Office Support Specialist 3 (temporary agency)