

MEMORANDUM

Agenda Item No. 10(A)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the County Mayor's receipt of a \$5,000,000.00 grant from the Bezos Day 1 Families Fund and execution of the Agreement to Advise a Grant; authorizing the County Mayor to expend the \$5,000,000.00 and enter into sub-grant agreements with nonprofit providers to house and serve families experiencing homelessness; authorizing the County Mayor to exercise all provisions of such agreements and documents, including amendment, modification, renewal and termination clauses contained therein; and waiving the requirements of Resolution No. R-130-06

Resolution No. R-246-25

The accompanying resolution was prepared by the Miami-Dade Homeless Trust Department and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: March 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Receipt and Expenditure of a \$5,000,000.00 Grant from the Bezos Day 1 Families Fund

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution to:

1. Ratify the County Mayor's or County Mayor's designee's receipt of a \$5,000,000.00 grant from the Bezos Day 1 Families Fund and execution of the grant agreement;
2. Authorize the County Mayor or County Mayor's designee to expend the \$5,000,000.00 and enter into sub-grant agreements with non-profit providers to house and serve families experiencing homelessness;
3. Authorize the County Mayor or County Mayor's designee to exercise all provisions of such agreements and documents referenced above, including amendment, modification, renewal and termination clauses contained therein; and
4. Waive the requirements of Resolution No. R-130-06, which requires the sub-contracts to be signed by non-County parties. Given the short timeline, it is in the best interest of the County to waive the requirements of Resolution No. R-130-06 and to execute the grant agreement and sub-grant agreements as soon as possible.

Scope

The funding from the Bezos Day 1 Families Fund grant will provide housing and services to families experiencing homelessness countywide.

Delegation of Authority

This item ratifies the receipt of a grant from the Bezos Day 1 Families Fund in the amount of \$5,000,000.00 and delegates to the County Mayor or County Mayor's designee the authority to expend those funds and the authority to enter into sub-grant agreements with non-profit providers for the provision of housing and services in accordance with the grant terms.

Fiscal Impact/Funding Source

The Miami-Dade County Homeless Trust was awarded \$5,000,000.00 from the Bezos Day 1 Families Fund to help end homelessness for families.

Track/Record/Monitor

The Homeless Trust's Executive Director Victoria Mallette will be responsible for overseeing the grants awarded to non-profit service providers.

Background

On November 21, 2024, it was announced that the Homeless Trust was awarded a \$5,000,000.00 grant as part of the Bezos Day 1 Families Fund. Funding will be used to house and serve families experiencing homelessness, including funding for short-term crisis housing and permanent housing with connection to services.

A handwritten signature in black ink, appearing to read 'C. Burgos', written over a horizontal line.

Cathy Burgos
Chief Community Services Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

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 ____, majority plus one ____, 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) ____, 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. 10(A)(1)
3-4-25

RESOLUTION NO. R-246-25

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S RECEIPT OF A \$5,000,000.00 GRANT FROM THE BEZOS DAY 1 FAMILIES FUND AND EXECUTION OF THE AGREEMENT TO ADVISE A GRANT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND THE \$5,000,000.00 AND ENTER INTO SUB-GRANT AGREEMENTS WITH NONPROFIT PROVIDERS TO HOUSE AND SERVE FAMILIES EXPERIENCING HOMELESSNESS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF SUCH AGREEMENTS AND DOCUMENTS, INCLUDING AMENDMENT, MODIFICATION, RENEWAL AND TERMINATION CLAUSES CONTAINED THEREIN; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

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 ratifies the County Mayor's or County Mayor's designee's receipt of a \$5,000,000.00 grant from the Bezos Day 1 Families Fund and execution of the Agreement to Advise a Grant ("Grant Agreement"), in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to expend the \$5,000,000.00, in accordance with the Grant Agreement, and enter into sub-grant agreements with nonprofit providers to house and serve families experiencing homelessness.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to exercise all provisions of such agreements and documents referenced above, including amendment, modification, renewal and termination clauses contained therein.

Section 4. This Board waives the requirements of Resolution No. R-130-06 requiring that certain agreements be executed by non-County parties prior to presentation to the Board of County Commissioners for approval for the reasons stated in the accompanying memorandum.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	absent	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of March, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "S.D. Williams", is written over a horizontal line.

Shannon D. Summerset-Williams
Terrence A. Smith

Agreement to Advise a Grant

11/15, 2024

This agreement (the “Agreement”) sets forth the terms and conditions under which Jeff Bezos (the “Donor Advisor”) will recommend that Northern Trust Charitable Giving Program, a program of The Chicago Community Foundation (the “Sponsor”), make a grant to Miami-Dade County Homeless Trust (the “Grantee”).

Recitals

Whereas, the Donor Advisor has established the JPB Fund (the “Fund”) as a donor advised fund, as defined in section 4966 of the Internal Revenue Code (the “Code”), at Sponsor.

Whereas, the Donor Advisor has or will irrevocably transfer funds to Sponsor that are, or will upon transfer be, the sole property of Sponsor and subject to the control and discretion of Sponsor’s Board of Directors.

Whereas, the Donor Advisor has authority to recommend grants from the Fund.

Whereas, Sponsor is free to accept or reject any recommended grant from the Fund.

Whereas, the Donor Advisor intends to recommend a grant from the Fund to the Grantee in the amount of \$5,000,000.00 (the “Grant”).

Whereas, it is a condition of the Donor Advisor’s recommendation that Grantee agree to the terms and conditions set forth here.

Now therefore, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Terms

1. Grantee will use any Grant distributed by Sponsor to Grantee at the Donor Advisor’s recommendation, and earnings on any such Grant, to pursue solutions to family homelessness with a strong focus on providing housing as well as social services, skills training, and job support to assist families in transitioning to and remaining in permanent housing. Examples of eligible activities include diversion, street outreach, low barrier shelters, rehousing, and connection to services. All uses of any such Grant, and earnings thereon, will be for purposes described in section 501(c)(3) of the Code.
2. Notwithstanding any other provision in this Agreement, Grantee acknowledges and understands that the timing of the irrevocable transfer of funds to Sponsor, and therefore of the Grant, should Sponsor determine to make it, is subject to Donor Advisor’s compliance with any restrictions regarding open trading windows to which he may be subject.
3. To enable the Donor Advisor to evaluate the effectiveness of any Grant distributed by Sponsor to Grantee at the Donor Advisor’s recommendation, Grantee will provide Donor Advisor with an initial

progress report in December 2025, with annual progress reports thereafter, and other interim reports as the Donor Advisor may reasonably request. Grantee will provide progress reports using the reporting template shown in Exhibit A.

4. Grantee shall maintain adequate financial records consistent with generally accepted accounting practices, and the Donor Advisor or his representatives have the right to inspect such records. Grantee will permit the Donor Advisor, or his designees, at his own expense, to conduct an independent financial and/or programmatic audit of the expenditures related to any Grant distributed by Sponsor to Grantee at the Donor Advisor's recommendation, if the Donor Advisor deems it necessary.
5. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida applicable to the construction and enforcement of contracts wholly executed and performed in Florida. The Donor Advisor shall not be liable for losses, damages, or other liabilities arising out of Grantee's activities.
6. Grantee agrees that any publicity of any Grant distributed by Sponsor to Grantee at the Donor Advisor's recommendation shall be made in consultation and coordination with the Donor Advisor or his representative.
7. If any term or provision of this Agreement or the application thereof to any party or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that term or provision to such parties or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. Nothing in this Agreement shall be interpreted to give the Grantee any rights to compel a grant or other disposition from the Sponsor or in any manner that would cause the Fund not to be a donor advised fund within the meaning of section 4966 of the Code. Nothing in the Agreement shall be interpreted to bind Sponsor or affect any terms that may be agreed to between Sponsor and Grantee.
8. The Donor Advisor has no obligation to recommend additional grants from the Fund or to provide any additional funding to Grantee; nor does this grant represent any commitment to, or expectation of, future support from the Donor Advisor or Sponsor.
9. Grantee recognizes and acknowledges that the Donor Advisor has no control over either Sponsor or the Fund, that the Fund is under the exclusive control and discretion of Sponsor, that the Donor Advisor's sole authority with respect to the Fund is to recommend grants from the Fund, and that Sponsor has complete discretion whether to accept or reject the Donor Advisor's recommendation. Grantee represents and agrees that it will not provide, directly or indirectly, to the Donor Advisor, his family members, or any entity controlled more than 35% by them, a "more than incidental benefit" within the meaning of section 4967(a)(1) of the Code in connection with the Grant.
10. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior written or oral communications or agreements, all of which are merged herein. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. The rights and obligations of this Agreement are not assignable by Grantee without the express written consent of the Donor Advisor.

11. A representative of Grantee with authority to bind Grantee must sign this Agreement as evidence of understanding and acceptance of its terms and conditions.
12. This Agreement may be executed in multiple counterparts, each of which when so executed is deemed to be an original and all of which together, upon delivery, constitute one and the same agreement. Facsimile and electronic are as binding and enforceable as original signatures.

Each of the parties has caused this Agreement to be executed by its duly authorized signatory as of the date and year first written above.

Donor Advisor

Dated: _____

Jeff Bezos

Grantee

Dated: 10/31/2024



By: Cathy Burgos, LCSW

Its: Chief Community Services Officer

Each of the parties has caused this Agreement to be executed by its duly authorized signatory as of the date and year first written above.

Donor Advisor

Dated: 11/15/2024



Jeff Bezos

Grantee

Dated: _____

By: _____

Its: _____

EXHIBIT A

Day 1 Families Fund Grant Progress Report

Grantee Name:

Report Date:

- 1. How many homeless families have you served using the grant funds in the past year?**

- 2. Please provide an example of a family experiencing homelessness that your organization has helped in the past year by connecting that family to needed services (e.g., employment, health care, high-quality childcare).**

- 3. Is there any other information about your use of the grant funds that you'd like to share?**