

MEMORANDUM

Agenda Item No. 10(A)(8)

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

DATE: July 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the County Mayor's action in applying for the City of Miami's Miami for Everyone Program; authorizing the County Mayor to enter into an agreement with the City of Miami and receive and expend \$2,638,675.00 for housing and services benefitting persons experiencing homelessness; authorizing the County Mayor to exercise renewal, termination, cancellation and modification clauses contained therein; and waiving Resolution No. R-130-06 requiring agreements to be finalized and executed by all non-county parties

Resolution No. R-775-25

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



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 16, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Ratifying the County Mayor or County Mayor's Designee's Action in Applying for the City of Miami's Miami for Everyone Program; Authorizing the County Mayor or County Mayor's Designee to Enter into an Agreement with the City of Miami and Receive and Expend \$2,638,675.00 in the City of Miami's Fiscal Year 2024-2025 for Housing and Services Benefitting Persons Experiencing Homelessness and Authorizing the County Mayor or County Mayor's Designee to Exercise Renewal, Termination, Cancellation and Modification Clauses Contained Therein; and Waiving Resolution No. R-130-06 Requiring Agreements to be Finalized and Executed by All Non-County Parties

Executive Summary

This item ratifies the Homeless Trust's action in applying for the City of Miami's Miami for Everyone Program; authorizes the Homeless Trust to enter into an agreement with the City of Miami, receive and expend \$2,638,675.00 for housing and services benefitting persons experiencing homelessness and exercise renewal, termination, cancellation and modification clauses contained herein, and waive Resolution R-130-06 requiring agreements to be finalized and executed by all non-county parties.

Recommendation

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

1. Ratify the County Mayor or County Mayor's designee's action in applying for the City of Miami's Miami for Everyone Program.
2. Authorize the County Mayor or County Mayor's designee to enter into an agreement with the City of Miami and receive and expend \$2,638,675.00 for the City of Miami's Fiscal Year 2024-2025 for housing and services benefitting persons experiencing homelessness.
3. Authorize the County Mayor or County Mayor's designee to exercise renewal, termination, cancellation and modification clauses contained therein.
4. Waive the requirements of Resolution No. R-130-06, requiring agreements to be finalized and executed by all county parties.

Scope

The funding will provide housing and services to persons experiencing homelessness in the City of Miami, to include short-term crisis housing and services.

Delegation of Authority

The County Mayor or County Mayor's designee is delegated the authority to enter into an agreement with the City of Miami and receive and expend \$2,638,675.00 for the City of Miami's Fiscal Year 2024-2025 for housing and services benefiting persons experiencing homelessness and exercise renewal, termination, cancellation and modification clauses contained therein.

Fiscal Impact/Funding Source

Funding from the City of Miami's Miami for Everyone Program will offset One Percent Local Option Food and Beverage costs.

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

The Miami-Dade County Homeless Trust and the City of Miami are working in partnership to reduce unsheltered homelessness and further address a new state law banning overnight public camping and sleeping, by scaling up housing and services, including short-term crisis housing, for persons experiencing homelessness in the City of Miami.

The City of Miami approved the Miami for Everyone program and approved an award to the Homeless Trust in the amount of \$2,078,675.00 for the City of Miami's Fiscal Year 2024-2025 via Resolution R-25-0020. In order to finalize the agreement with the City of Miami and ensure expedited housing and service delivery, the Homeless Trust is seeking a waiver of Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties.



Cathy Burgos, LCSW
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: July 16, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 10(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 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)(8)
7-16-25

RESOLUTION NO. R-775-25

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN APPLYING FOR THE CITY OF MIAMI'S MIAMI FOR EVERYONE PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE CITY OF MIAMI AND RECEIVE AND EXPEND \$2,638,675.00 FOR HOUSING AND SERVICES BENEFITTING PERSONS EXPERIENCING HOMELESSNESS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE RENEWAL, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06 REQUIRING AGREEMENTS TO BE FINALIZED AND EXECUTED BY ALL NON-COUNTY PARTIES

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 or County Mayor's designee's action in applying for the City of Miami's Miami for Everyone Program.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to enter into an agreement with the City of Miami, in substantially the form attached hereto as Exhibit A, and receive and expend \$2,638,675.00 for the City of Miami's Fiscal Year 2024-2025 for housing and services benefiting persons experiencing homelessness.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to exercise any renewal, termination, cancellation and modification clauses contained therein.

Section 4. This Board waives the requirements of Resolution No. R-130-06, which generally requires agreements to be finalized and executed by all non-County parties prior to their presentation to the Board.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 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 be "SDS" followed by a long horizontal stroke.

Shannon D. Summerset-Williams

SHELTER PROGRAM AGREEMENT BETWEEN
THE CITY OF MIAMI
AND
MIAMI DADE COUNTY HOMELESS TRUST.

The Shelter Program Agreement between the City of Miami and Camillus House, Inc. (hereinafter, this "Agreement"), made and entered into on the__ day of _____, 20__, by and between the **CITY OF MIAMI**, a Florida municipal corporation, whose address is 3500 Pan American Drive, Miami, Florida 33133 (hereinafter, the "CITY"), and **MIAMI DADE COUNTY, ACTING THROUGH ITS MIAMI-DADE HOMELESS TRUST**, having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, FL 33128 (hereinafter, the "PROVIDER"), states the terms and conditions agreed to by the Parties as follows:

W I T N E S S E T H

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

WHEREAS, the CITY, in furtherance of its continuing commitment to assist homeless persons within its jurisdictional boundaries, and its desire to comply with the continuing spirit of the Pottinger Settlement Agreement, wishes to procure and make Available Shelter beds to homeless persons in the CITY's homeless population; and

WHEREAS, the PROVIDER serves as the lead agency for Miami-Dade County's homeless Continuum of Care (CoC), responsible for the oversight, planning and operations of the entire CoC; and

WHEREAS, PROVIDER is the primary administrator for Implementation of Miami-Dade County's Homeless Plan, which provides a framework for preventing and ending homelessness in Miami-Dade County by providing shelter and housing services; and

WHEREAS, the PROVIDER has access to emergency shelter beds that can be made available to the CITY to accommodate persons experiencing homelessness with beds, to be utilized by the CITY as "Extended Stay Beds" as defined herein below, for the use of homeless individuals, along with other associated services that may include accompanying homeless services and case management, for a period of one (1) year subject to said beds being exclusively designated for the City's homeless individuals who are considered eligible candidates under the previous criteria established by the former Pottinger Settlement Agreement (collectively, "Miami Shelter Program"); and

WHEREAS, the Miami City Commission ("City Commission") adopted Resolution (attached and incorporated herein as Exhibit "A") which requires the following further conditions for the City's grant funds for the Miami Shelter Program:

- (a) Monthly reporting to the City Commission and the City Manager regarding the Miami Shelter Program specific actual results; and
- (b) Monthly invoicing for payments in arrears based upon monthly reporting at an annual-total not to exceed the amount of up to two million seventy-eight thousand six hundred seventy-five dollars (\$2,078,675.00) for the City's funding portion of the Miami Shelter Program beds, with conditions stated in the Authorizing Resolution and in the Agreement, for the City's Fiscal Year 2024-2025 with such payments to be funded from the City's Resources and/or

Department of Human Services' Budget; and

WHEREAS, the CITY and PROVIDER have set forth hereinafter below certain terms and conditions in accordance with and for compliance with the Authorizing Resolution; and

WHEREAS, other funding partners may be identified by the CITY to assist in paying for the costs of the Miami Shelter Program; and

WHEREAS, PROVIDER's Board of Trustees has authorized Provider's Executive Director to execute this Agreement and to undertake all necessary continuing compliance measures under this Agreement;

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

1. RECITALS:

The foregoing recitals are incorporated herein by reference.

2. DEFINITIONS:

The term "*Available Shelter*" is defined as a bed within the Miami Shelter Program available at no cost to homeless persons, 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.

The term "*Banned Individual*" is defined as a homeless person not eligible for services under this Agreement as determined in the sole discretion of the PROVIDER's contracted emergency shelter providers.

The term *City of Miami Shelter Program* (hereinafter, the "Miami Shelter Program") is defined as the availability of up to two hundred and thirteen (213) beds, and associated services, procured by the CITY and/or other funding partners from the PROVIDER within multiple emergency shelter system locations under the PROVIDER's control, to be used as temporary shelter, that meet the requirements of an Available Shelter bed, for the sole use of homeless persons who are residents of the City of Miami, who are placed exclusively in the Miami Shelter Program by the CITY's Police Department (MPD), or employees of the Human Services Department's Homeless Outreach Team ("Department") transporting on behalf of the MPD, pursuant to the terms of this Agreement.

The term "*funding partner*" is defined as any other agency, organization or entity, whether or not affiliated with the CITY, that has financial resources available and eligible to be used to fund the Miami Shelter Program.

The term "*Homeless Coordinator*" is defined as the Director, or designee of the Human Services Department, who shall serve as the contract coordinator.

The term "*Homeless Person*" is defined as it is defined in the previous Pottinger Settlement Agreement, i.e., an individual is considered a Homeless Person if he or she "lacks a fixed, regular, and adequate night time residence and has a primary night- time residency that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations; (b) an institution that provides a temporary residence for individuals intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "Homeless Person" does not include any person imprisoned or otherwise detained pursuant to an Act of

Congress or a state law.” 42 U.S.C. §11301, et seq. (1994). An officer is allowed to make reasonable inquiry to make this determination. Furthermore, as modified in the Addendum to the previous Pottinger Settlement Agreement, any person identified as a registered sex offender under section 775.21 Florida Statutes, or sexual predator under section 775.215, Florida Statutes, or Sections 21-277 to 21-21285, Miami-Dade County Code, as amended, is excluded from the definition of a Homeless Person. Additionally, the Department through its designated community outreach staff is also allowed to make reasonable inquiry to make this determination for emergency housing circumstances.

The term “*Participant*” shall mean a Homeless Person who has been referred into the Miami Shelter Program.

The term the “*Parties*” is defined as the CITY and the PROVIDER.

The term “*Extended Stay Bed*” is defined as a Miami Shelter Program bed available as Available Shelter for a period longer than twenty-four (24) hours.

The term “*Short Term Stay Bed*” is defined as a bed available as Available Shelter for the placement of a homeless person a period of a single overnight use after placement. These beds shall be set aside by the PROVIDER for placement of Homeless Persons by the Police, in order to facilitate enforcement of certain misdemeanor criminal activity referred to as “Life Sustaining Conduct Misdemeanors” as previously defined in the previous Pottinger Settlement Agreement or for any homeless person who has accepted assistance and desires shelter.

The term “*PROVIDER-contracted emergency shelter provider(s)*” refers to one or more organizations under contract with the PROVIDER to provide emergency shelter beds with ancillary services to individuals referred either directly by the PROVIDER or by anyone under contract with the PROVIDER for right to refer to these contracted beds.

3. PURPOSE:

The purpose of this Agreement is to maintain the Miami Shelter Program, with up to two hundred and thirteen (213) beds located in the PROVIDER’s network of contracted emergency shelter provider(s)’ at facilities ensuring a safe sleeping accommodation for the Homeless Persons served, meeting the requirements of Available Shelter under and in the community spirit of the previous Pottinger Settlement Agreement and in emergency housing situations, including associated services described below, and which allows for the placement of Homeless Persons twenty four (24) hours per day, seven (7) days per week, throughout the term of this Agreement, and available to both male and female Homeless Persons.

4. TERM

The term of this Agreement shall be for a period of one (1) year, commencing retroactively on October 1, 2024, and expiring on September 30, 2025, unless terminated earlier as provided in this Agreement. Unless earlier terminated as provided in Paragraph 21, at the sole option of the CITY.

5. COST

The maximum annual amount payable to the PROVIDER for the CITY’s portion of the Program under this agreement for a total of forty-three (43) beds in the Facilities shall not exceed a total amount of two million seventy-eight thousand six hundred seventy-five Dollars (\$2,078,675.00). This amount requires monthly invoicing for payments in arrears based upon monthly reporting at an annual-total not to exceed amount of two million seventy-eight thousand six hundred seventy-five Dollars (\$2,078,675.00), with monthly reporting and other conditions in this Agreement, for the City’s Fiscal Year 2024-2025 with such

payments to be funded from the Department of Human Services' Budget.

Such payments shall be made in arrears and after submission by the PROVIDER of reports from the PROVIDER's network of contracted emergency shelter provider(s) where CITY placements have been made, in a format acceptable to the City confirming that the CITY funded Miami Shelter Program Beds were available according to this agreement, and the homeless persons placed in these CITY-funded Shelter Beds received the contracted services and are based upon an agreed per diem rate, but shall not exceed the amount of available funds pursuant to this Agreement. Monthly installments are due to be paid by the City upon City approval of each complete invoice for each month commencing retroactively on November 1, 2024, unless this Agreement is terminated, as otherwise provided in this Agreement, before any payments are due.

6. SERVICES

PROVIDER shall ensure that the PROVIDER-contracted emergency shelter providers provide associated services to Homeless Persons referred to the Miami Shelter Program to include, but not limited to:

- a. PROVIDER-contracted emergency shelter provider(s) will, to the extent possible, make available lower-level beds (when bunks beds are present) or regular single beds to facilitate access for persons with disabilities;
- b. Up to three (3) meals a day;
- c. Basic case management, information, and/or referral to ancillary services (i.e., independent living skills preparation, etc.);
- d. Access to basic health, substance abuse, and/or mental health screening on a voluntary basis;
- e. Participation in the other routine services of other PROVIDER-contracted emergency shelter provider(s)'s programs;
- f. Assistance to apply for and 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 permanent housing;
- g. The PROVIDER-contracted emergency shelter provider(s) will provide access to the CITY's designated personnel to review individual "care plans" or case management notes as needed;
- h. The PROVIDER warrants that the following amenities and services will be provided to Homeless Persons referred to the Program through the PROVIDER's network of contracted emergency shelter provider(s):
 - i. Space sufficient to accommodate program beds;
 - ii. Organized sleeping arrangements;
 - iii. Personnel that shall provide necessary care;
 - iv. Functioning restrooms;
 - v. Electricity to provide light;
 - vi. A water source or space to accommodate water;
 - vii. Personnel adequate to maintain a safe environment at the available facilities;
 - viii. Adequate supplies necessary to comply with all terms of this Agreement;
 - ix. Appropriate medical care and supplies when necessary, and within the scope of PROVIDER's network of contracted emergency shelter provider(s)'s competence, in its sole discretion;
 - x. A dog kennel;
 - xi. Personnel property storage; and
 - xii. Basic personal hygiene products available at no cost, such as soap, shampoo, toothpaste, toothbrush etc.
 - xiii.

7. MEDICAL

It is the responsibility of the PROVIDER-contracted emergency shelter provider(s)'s staff to recognize if a Homeless Person has a serious medical condition requiring attention and/or if there is a medical emergency. In either case, PROVIDER's staff shall dial 9-1-1 to request rescue services.

8. SIGN

The PROVIDER-contracted emergency shelter provider(s) shall erect and/or post a sign in a conspicuous place within the facility listing the emergency shelter's general rules and items that are prohibited to possess throughout the facility.

9. PROVIDER LIAISON(S)

The PROVIDER shall ensure that any PROVIDER-contracted emergency shelter provider(s) providing beds to the CITY under this Agreement designates one of its own employees to serve as a contact person (hereinafter the "Provider Liaison") whose responsibility will include providing the CITY's MPD and the Department with updated availability counts for Miami Shelter Program beds, an updated list of Banned Individuals when requested, and other duties as specified in this Agreement. The PROVIDER shall also identify a liaison within their office to serve as the Program Liaison.

10. ADMISSION INTO THE MIAMI SHELTER PROGRAM

Only a CITY police officer, or a community outreach staff person of the Department transporting a Homeless Person on behalf of a CITY's MPD, can place a Homeless Person into the Miami Shelter Program beds.

The PROVIDER-contracted emergency shelter provider(s) shall **not** permit placement of any Homeless Persons into the Program under the following circumstances:

- a. If the Homeless Person is a sexual offender;
- b. If the Homeless Person is a sexual predator;
- c. If the Homeless Person has any type of active/open warrant(s);
- d. If the Homeless Person is on the PROVIDER-contracted emergency shelter provider(s)'s list of Banned Individuals;
- e. If the Homeless Person cannot take care of themselves (i.e., must be able to ambulate on their own, including showering on their own, not require comprehensive health services, etc.); or
- f. If the Homeless Person shows signs of violent/aggressive behavior (e.g., poses a danger to self or others), that would more appropriately require placement in a crisis stabilization unit.

The PROVIDER's network of contracted emergency shelter provider(s)'s Liaison shall provide the CITY's MPD and the Department with a spreadsheet, via electronic mail at 9:00 a.m. and at 5:00 p.m. daily, advising of the bed count of available Miami Shelter Program beds. The Police and the Department may contact the PROVIDER on the PROVIDER'S dedicated Miami Shelter Program telephone number to confirm bed availability at any time during the day, evening or on the weekend, as may be applicable. On weekends and PROVIDER-contracted emergency shelter provider(s)-observed holidays, the MPD and the Department may obtain the count of available Miami Shelter Program beds and by contacting the PROVIDER' contracted emergency shelter provider(s)'s dedicated Miami Shelter Program telephone number. The CITY reserves the right to reallocate CITY'S program funding to other providers who may provide shelter and housing assistance when or if the PROVIDER-contracted emergency shelter provider(s) are unable to provide immediate services.

11. EXCLUSIVE USE

The PROVIDER and the PROVIDER contracted emergency shelter provider(s) understand that the

beds in the Miami Shelter Program are for sole use by the CITY pursuant to the terms of this Agreement and in consideration for the CITY's monthly payments referenced herein. Accordingly, the PROVIDER and the PROVIDER's contracted emergency shelter provider(s) shall not use any of the beds in the Miami Shelter Program as an extension of PROVIDER's or PROVIDER-contracted emergency shelter provider(s)'s other shelter program(s) and shall not collect any fees directly from a Homeless Person occupying a Miami Shelter Program bed or collect any money from another source for use of any Miami Shelter Program beds. Furthermore, the use of any Miami Shelter Program bed shall not be sold, given, or granted to any third person or entity during the term of this Agreement.

12. INFORMATION DATABASE AND REPORTING

The PROVIDER shall provide MPD and or Department with information necessary for the MPD or Department to prepare a monthly report outlining from PROVIDER to the City Commission and the City Manager regarding the Miami Shelter Program specific actual results, including the number of Participants served, the number of Beds filled, the length of stay for each Participant, the number of daily Miami Shelter Program bed vacancies, and placements by placement source (e.g. Police or Department staff transporting on behalf of the Police or on behalf of the Department). The report shall be provided, via email, on the 10th day of each month to the CITY.

The shelter bed provider(s) shall use the PROVIDER's Homeless Management Information System (HMIS) computer database to capture and store information pertaining to each Homeless Person placed into the Miami Shelter Program as follows:

- a. The computer database must contain basic identifying information such as the individual's name, date of birth, Social Security Number, ethnicity, race, gender, Driver's License number or Identification Card and state of issue or any other picture identification, date placed in the Miami Shelter Program, number of times placed in the Miami Shelter Program with all dates, indicate whether Homeless Person occupies an Extended Stay Bed, or a non-Miami Shelter Program Bed, whether the Homeless Person is a Banned Individual from shelter, and whether the individual was voluntary placed into more permanent shelter. The data entry shall also include the name and IBM number of the City Police officer who referred the Homeless Person to the Program, and the name and IBM number of the officer who transported the Homeless Person (if different from the placement officer), or the name and employee number of the City Department's designated Community Outreach Specialist who transported the Homeless Person to the facility. The PROVIDER-contracted emergency shelter provider(s) shall make any and all records created pertaining to the Miami Shelter Program, including all computer database information, in searchable format, organized, available for print in spreadsheet format, and available to the Homeless Coordinator upon request via the HMIS system.
- b. The PROVIDER-contracted emergency shelter provider(s) must maintain and update their list of Homeless Persons who are Banned Individuals. The PROVIDER-contracted emergency shelter provider(s) shall make any and all current and active lists of Banned Individuals from the Miami Shelter Program available to the Homeless Coordinator upon request. The list of Banned Individuals must contain the Banned Individual's name, date of birth, sex, and duration of ban from the Miami Shelter Program. PROVIDER -contracted emergency shelter provider(s) shall keep and maintain any records or lists of Banned Individuals for a period of no less than five (5) years.

13. INTAKE INFORMATION FORM

The PROVIDER-contracted emergency shelter provider(s) shall enter the client into the HMIS. The PROVIDER shall provide each Homeless Person entering the Miami Shelter Program with an 'Intake

Package’:

- a. The Intake Package will include a storage form to memorialize whether the Homeless Person’s personal property was secured by ‘name of PROVIDER-contracted emergency shelter provider(s)’ or ‘Other’ entity with a blank space to make a notation of the entity that secured the personal property.
- b. Each Intake Package shall list the PROVIDER-contracted emergency shelter provider(s)’s general rules and prohibited items and the scope of available services.
- c. The Intake Package should be signed and dated by the Homeless Person to be placed into the Miami Shelter Program but is not mandatory as a condition for placement in the Program. Should the Homeless Person refuse to sign the Miami Shelter Program Intake Package, the PROVIDER-contracted emergency shelter provider(s)’s staff member shall note ‘REFUSAL’ on the signature space provided.
- d. The ‘Field Interview Form’ or the ‘community outreach card’, as applicable under the circumstances, provided by the referring or transporting City Police officer or Department’s designated community outreach staff must be given to the PROVIDER -contracted emergency shelter provider(s) and maintained for the length of time that the Intake Package is stored for the Miami Shelter Program.
- e. The PROVIDER -contracted emergency shelter provider(s) shall make any and all Intake Packages completed pertaining to the Miami Shelter Program available to the Homeless Coordinator upon request.
- f. PROVIDER-contracted emergency shelter provider(s) shall keep and maintain all Intake Packages for the Miami Shelter Program for a period of no less than five (5) years from the date of final payment to PROVIDER from the CITY under this Agreement.

14. SAFETY OF FACILITY AND SURROUNDING AREAS

The PROVIDER-contracted emergency shelter provider(s) shall keep the streets and sidewalks immediately surrounding the facility and the perimeter of the facility clear of any individuals, whether Homeless Persons or not, from congregating and/or loitering. The PROVIDER-contracted emergency shelter provider(s) shall undertake the responsibility of making certain that only those Homeless Persons who are Participants in the Miami Shelter Program, or are otherwise clients of PROVIDER-contracted emergency shelter provider(s), or its affiliated health clinic, are allowed to enter and to remain at the facility. In addition, the PROVIDER-contracted emergency shelter provider(s) agrees to the following conditions:

- a. PROVIDER-contracted emergency shelter provider(s) shall post the appropriate “No Loitering” signs on the Perimeter of the facility;
- b. PROVIDER shall ensure that no Miami Shelter Program Participant who leaves the facility during the period of 7:00 a.m. until 10:00 p.m., loiters or congregates within 500 feet of the facility;
- c. PROVIDER-contracted emergency shelter provider(s) shall prohibit alcohol, drugs, fighting, and all threatening or potentially violent behavior -- a Participant’s violation of this facility rule may cause the PROVIDER-contracted emergency shelter provider(s) to add the violator to its list of Banned Individuals;
- d. PROVIDER-contracted emergency shelter provider(s) shall maintain an adequate number of trash receptacles; and
- e. PROVIDER-contracted emergency shelter provider(s) shall maintain the facility in pristine condition, and routinely police the perimeter of the property, no less than twice daily, to make sure no litter or unattractive conditions exist.

15. HOMELESS PERSON WITH DISABILITY

The PROVIDER, through its PROVIDER-contracted emergency shelter provider(s) shall make the appropriate accommodations necessary for any and all Homeless Persons with disabilities who are referred to the Miami Shelter Program in compliance with the Americans with Disabilities Act.

16. ELIGIBILITY

The PROVIDER and its PROVIDER-contracted emergency shelter provider(s) understand that the Miami Shelter Program shall be open to any Homeless Person residing within the jurisdictional boundaries of the City, and who is placed in the Miami Shelter Program (a) by a City Police officer, who meets the criteria under the previous Pottinger Settlement Agreement, or (b) by a Department designated community outreach staff person for a Homeless Person in an emergency housing circumstance, and (c) who is at least eighteen (18) years of age or older. Under no circumstances may a Homeless Person be transported from another jurisdiction (e.g., from outside the City), or transported from another shelter facility (within or outside the City), be permitted to participate in the Miami Shelter Program.

17. DEFAULT

If PROVIDER fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, after written notification by CITY, then PROVIDER shall have ten (10) days to cure violation. If after the cure period the condition persists or PROVIDER continues to fail in complying with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then PROVIDER shall be in default. Upon the occurrence of a default hereunder the CITY, in addition to all remedies available to it by law, may immediately, upon written notice to PROVIDER, terminate this Agreement. Upon termination, the CITY no longer has the obligation to make the monthly payments to the PROVIDER, and the previous monthly payment shall be refunded by the PROVIDER to the CITY on a prorated basis based on the date of termination. For example, if termination occurs on the 2nd of the month, then 29/30 of the monthly payment made on the 1st of the month shall be refunded to the CITY by the PROVIDER. PROVIDER understands and agrees that termination of this Agreement under this section shall not release PROVIDER from any obligation accruing prior to the effective date of termination.

18. RESOLUTION OF CONTRACT DISPUTES

Any disputes among the parties, shall be resolved as follows: In the event of a dispute, the parties shall use their best efforts to informally resolve their dispute. If the parties cannot informally resolve the dispute, either party may request non-binding mediation, which mediation shall be attended by representatives of both parties with a certified mediator chosen by the parties. If the mediator declares an impasse, after a full- day of mediation, either party may then exercise the termination rights provided in this Agreement. The parties expressly waive their right to litigate their disputes in court.

19. TERMINATION RIGHTS

The CITY shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to PROVIDER at least thirty (30) days prior to the effective date of such termination. Any monthly payment due following notice of termination shall be prorated on a daily basis, if the remaining time is less than one month. In no event shall the CITY be liable to PROVIDER or the PROVIDER-contracted emergency shelter provider(s) for any additional compensation, other than that provided herein, or for any consequential or incidental damages. PROVIDER shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to the CITY at least forty-five (45) days prior to the effective date of such termination.

20. 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, on the date received; or (b) if delivered by U.S. Mail, and sent by certified mail, return receipt requested, on the date received. The Parties designate the following addresses for notice:

FOR CITY OF MIAMI:

Arthur Noriega V,
City Manager
City of Miami
3500 Pan American Drive
Miami, FL 33133

WITH COPIES TO:

David E. Gilbert
Department of Human Services
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130

**FOR MIAMI-DADE COUNTY,
ACTING THROUGH ITS MIAMI-DADE
HOMELESS TRUST,:**

Victoria Mallette,
Executive Director
Miami-Dade County, acting through its Miami—
Dade Homeless Trust
111 NW 1st Street, #2710
Miami, FL 33142

WITH COPIES TO:

Terrell Thomas, Contracts Manager
Miami-Dade County, acting through
its Miami-Dade Homeless Trust
111 NW 1st Street. #2710
Miami, Florida 33142

AND

George K. Wysong III, City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

21. OWNERSHIP OF DOCUMENTS

PROVIDER understands and agrees that any information, document, report or any other material whatsoever, including but not limited to database records and/or Intake Forms, or which is otherwise obtained or prepared by PROVIDER-contracted emergency shelter provider(s) pursuant to or under the terms of this Agreement is and shall at all times remain the property of the CITY. PROVIDER and its PROVIDER-contracted emergency shelter provider(s) agree not to use any such information, document, report or use such material for any other purpose whatsoever without the written consent of CITY, which may be withheld or conditioned by the CITY in its sole discretion.

22. AUDIT AND INSPECTION RIGHTS

The CITY may, at reasonable times, and for a period of up to five (5) years following the date of final payment by the CITY to PROVIDER under this Agreement, audit, or cause to be audited, those books and records of PROVIDER which are related to PROVIDER's and PROVIDER-contracted emergency shelter provider(s)'s performance under this Agreement. PROVIDER agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

The CITY may, at reasonable times during the term hereof, inspect PROVIDER-contracted emergency shelter provider(s)'s facilities and perform such tests, as the CITY deems reasonably necessary, to determine whether the goods or services required to be provided by PROVIDER-contracted emergency

shelter provider(s) under this Agreement conform to the terms hereof, if applicable. PROVIDER-contracted emergency shelter provider(s) shall make available to the CITY all reasonable facilities and assistance to facilitate the performance of tests or inspections by CITY representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-55.2 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

PROVIDER'S obligations under this Section shall survive the termination/expiration of this Agreement.

23. PUBLIC RECORDS

a. PROVIDER understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable laws. PROVIDER's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.

b. PROVIDER shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records that ordinarily and necessarily would be required by the CITY to perform this service; (2) provide the public with access to public records on the same terms and conditions as the CITY would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and, (5) provide all electronically stored public records that must be provided to the CITY in a format compatible with the CITY's information technology systems. Notwithstanding the foregoing, PROVIDER shall be permitted to retain any public records that make up part of its work products solely as required for archival purposes, as required by law, or to evidence compliance with the terms of the Agreement. IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ANY DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT AS A PUBLIC CONTRACT, PLEASE CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 305-416-1800, EMAIL: PUBLICRECORDS@MIAMIGOV.COM, AND MAILING ADDRESS: PUBLIC RECORDS C/O OFFICE OF THE CITY ATTORNEY, 9TH FLOOR, MIAMI RIVERSIDE CENTER, 444 S.W. 2ND AVENUE, MIAMI, FLORIDA 33130 OR THE CITY'S CONTACT REPRESENTATIVE AS CUSTODIAN OF RECORDS FOR THIS AGREEMENT AT TELEPHONE NUMBER 305-416-1546, MAILING ADDRESS C/O DEPARTMENT OF HUMAN SERVICES, 10TH FLOOR, MIAMI RIVERSIDE CENTER, 444 S.W. 2ND AVENUE, MIAMI, FLORIDA 33130.

PROVIDER'S obligations under this Section shall survive the termination/expiration of this Agreement.

24. INTEGRATION CLAUSE

This Agreement incorporates and includes 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.

25. NO THIRD-PARTY BENEFICIARIES

There are no express or implied third-party beneficiaries to this Agreement. No Homeless Person(s) who may obtain shelter or services under this Agreement shall be considered a third-party beneficiary.

26. ASSIGNMENT

This Agreement shall not be assigned by PROVIDER, in whole or in part, without the prior written consent of the CITY which may be withheld or conditioned, in the CITY's sole discretion.

27. AMENDMENTS

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this Agreement 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 affected by duly enacted resolution of the City Commission.

28. AUTONOMY & INDEPENDENCE

The Parties agree that this Agreement 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.

29. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

PROVIDER understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. CITY and PROVIDER agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

30. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida.
- b. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Each party shall be responsible for their own attorney's fees and costs in connection with any dispute arising out of this Agreement.
- e. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- f. It is agreed that this Agreement was the product of arms-length give-and- take negotiation, and that its terms were drafted jointly, such that if construction of any term is necessary, it shall not be construed for or against either party as the drafter.

31. INDEMNIFICATION

The Parties agree to assume responsibility for acts, omission, or conduct of their own employees while engaged in rendering services pursuant to this Agreement subject to the provisions and limitations of Section 768.28, Florida Statutes, as amended, where applicable. Nothing in this agreement shall be deemed, construed, or treated as a waiver of any immunity and defenses to which the Parties are entitled to by law, including but not limited to the sovereign immunity protections as set forth in Section 768.28, Florida Statutes, nor shall any terms included herein be construed as any form of consent to be sued by third parties in any matter arising out of this Agreement or any other contract..

PROVIDER understands and agrees that any and all liabilities regarding the use of any subcontractor for providing services related to this Agreement shall be borne solely by PROVIDER throughout the duration of this Agreement and that this provision shall survive the termination or expiration of this Agreement, as applicable.

32. INSURANCE

At all times during the term hereof, the PROVIDER shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the PROVIDER shall furnish to the CITY original certificates of insurance indicating that the PROVIDER is in compliance with the provisions described in Exhibit "C" attached hereto and incorporated into this Agreement.

33. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement and any amendments hereto may be executed in several counterparts, and all or any of such counterparts taken together shall be deemed to constitute one and the same instrument. An executed facsimile or electronic scanned copy of this Agreement shall have the same force and effect as an original. The Parties shall be entitled to sign and transmit an electronic signature on this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon written request.

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

**MIAMI-DADE COUNTY,
ACTING THROUGH ITS MIAMI-
DADE HOMELESS TRUST**

ARTHUR NORIEGA V
CITY MANAGER
CITY OF MIAMI, FLORIDA

CATHY BURGOS
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY

Date: _____

Date: _____

Attest:

TODD B. HANNON
CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

GEORGE K. WYSONG III
CITY ATTORNEY

ANN-MARIE SHARPE
RISK MANAGEMENT

EXHIBIT “A”

City Commission Resolution, adopted and all attachments/exhibits/backup thereto

EXHIBIT “B”
Provider’s Corporate Authorization

EXHIBIT C

INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Personal and Adv. Injury \$ 1,000,000
 - Products/Completed Operations \$ 1,000,000
- B. Endorsements Required
 - City of Miami listed as additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Owned/Scheduled Autos
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000
- B. Endorsements Required
 - City of Miami listed as an additional insured

III. Worker's Compensation
Limits of Liability Statutory-
State of Florida Waiver of
Subrogation

Employer's Liability

- A. Limits of Liability
\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Errors and Omissions Coverage

Combined Single Limit	
Each Claim	\$1,000,000
General Aggregate Limit	\$1,000,000
Retro Date Included	

V. Umbrella Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000

City of Miami listed as additional insured. Excess over all applicable liability policies contained herein.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" 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. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.