

MIAMI BEACH

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

This Memorandum of Understanding (this “MOU” or this “Agreement”), consisting of Article I (Project Summary) and Article II (General Conditions) is made and entered into this _____ day of _____, 20 ____ by and between the **City of Miami Beach, Florida**, a Florida municipal corporation (hereinafter the “City”), with its office located at 1700 Convention Center Drive, Miami Beach, FL 33139 and the **Miami-Dade County Homeless Trust, an agency** and instrumentality of Miami-Dade County, a political subdivision of the State of Florida (hereinafter “Homeless Trust”), with its offices located at 111 NW 1st Street, 27th Floor, Miami, FL 33128.

ARTICLE I / PROJECT SUMMARY

Homeless Trust:	Miami-Dade County Homeless Trust
Homeless Trust CONTRACT ADMINISTRATOR:	Victoria Mallette
ADDRESS:	111 NW 1 st Street, 27th Floor
CITY, STATE, ZIP:	Miami, FL 33128
PHONE, FAX, E-MAIL:	305-375-1490, 305-375-2722 victoria.mallette@miamidade.gov
PROJECT AMOUNT:	Up to \$1,000,000.00
PROJECT DESCRIPTION:	See Exhibit 1 attached hereto
TERM:	33.33% of the project amount to be paid within 45 days from receipt of an invoice following the execution of the agreement 33.33% of the project amount within 45 days from receipt of an invoice confirming commencement of construction at Blue Village 33.34% of the project amount within 45 days from receipt of an invoice issued by the Homeless Trust after the earlier of (a) initial occupancy by 45 Miami Beach persons experiencing homelessness at Blue Village or (b) documentary evidence that a Temporary Certificate of Occupancy for all units at

Blue Village has been obtained by the Homeless Trust

Invoices to be submitted by the Homeless Trust to the City shall be in the form of Exhibit 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR CITY:

City of Miami Beach, Florida

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
Alonso Rojas
For City Attorney Date

Date

FOR MIAMI-DADE COUNTY HOMELESS TRUST:

Miami-Dade County Homeless Trust

ATTEST:

By: _____

Daniella Levine Cava, Mayor

Print Name and Title

Print Name and Title

Date

ARTICLE II / GENERAL CONDITIONS

1. **PARTIES:** The parties to this Agreement are the Homeless Trust and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this MOU to the City Manager or the City Manager's authorized designee (the "Contract Administrator").

2. **PROJECT DESCRIPTION:** The Homeless Trust may only use the project funds for the purposes specifically described in the Project Description, attached hereto as Exhibit 2. Any modification to Exhibit 2 shall not be effective unless approved by written amendment to this Agreement executed by the City and Homeless Trust. The Homeless Trust will designate 45 units at Blue Village and 10 beds at Mia Casa (or such other locations as the parties may mutually agree) to the City while these units remain in ownership or control of the Homeless Trust or any other instrumentality of Miami-Dade County or other successor entity that provides housing and services to persons experiencing homelessness.

3. **PROJECT BUDGET:** Subject to the availability of City funds, the maximum amount payable to the Homeless Trust for housing units or services rendered under this Agreement shall not exceed the Project Amount as set forth in Article I of this Agreement. The Homeless Trust agrees that should available City funding be reduced, the amount payable under this Agreement will be reduced at the sole discretion of the City. All Homeless Trust expenditures are subject to the terms of this Agreement, and as specified in the Project Description. Notwithstanding the foregoing, no modification to the Project fund amount shall exceed the Project Amount set forth in Article I of this Agreement. Any request by Homeless Trust to modify the Project amount shall be made in writing, using City approved forms, detailing and justifying the need for such changes.

4. **REPORTS:** The Project funds have been awarded with the understanding that the activities and services contemplated under the Project Description will mutually contribute to the enhancement of services available to City residents and visitors. As a condition of disbursements of Project funds, and to demonstrate that the Project funds are fulfilling, or have fulfilled, their purpose, the Homeless Trust must submit an annual report to the Contract Administrator, and report vacancies of the units/beds committed, as described in Exhibit 2.

5. **PROJECT AMOUNT AND PAYMENT SCHEDULE:** The total amount of the Project funds is set forth in Article I, subject to the restrictions set forth herein. In awarding the Project funds, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Project amount. Cost overruns are the sole principal responsibility of the Homeless Trust. The Payment Schedule is as follows:

- A. 33.33% of the project amount to be paid within 45 days from receipt of an invoice following the execution of the agreement

- B. 33.33% of the project amount within 45 days from receipt of an invoice confirming of commencement of construction at Blue Village
- C. 33.34% of the project amount within 45 days from the earlier of (a) initial occupancy by 45 Miami Beach persons experiencing homelessness at Blue Village or (b) receipt of an invoice confirming with documentary evidence that a Temporary Certificate of Occupancy for all units at Blue Village has been obtained by the Homeless Trust
- D. Invoices submitted by the Homeless Trust shall be in the form of Exhibit 1 attached.

6. **PROJECT RESTRICTIONS:** Project funds awarded pursuant to this Agreement may only be used for the acquisition and rehabilitation of new permanent housing units by the Homeless Trust as described in Exhibit 2. The funds may not be used for the following expenditures: remuneration of Homeless Trust employees for services rendered as part of a Project funded by these Project funds; debt reduction; social and/or fundraising events; cash prizes; lobbying or propaganda materials; charitable contributions; or events not open to the public.

7. **NO GUARANTEE OF FUNDING:** The Homeless Trust acknowledges that the receipt of these Project funds does not imply a commitment on behalf of the City to continue to or provide funding beyond the terms specified in this Agreement.

8. **PROGRAM MONITORING AND EVALUATION:** The City Manager or the City Manager's designee may monitor and conduct an evaluation of the Project under this Agreement, which may include, with or without limitation, visits by City representatives to Homeless Trust offices and/or the site of any project funded by these Project funds, to observe the Homeless Trust programs, procedures, and operations, or to discuss the Homeless Trust programs with Homeless Trust personnel; and/or requests for submittal of additional documentation or written reports on the acquisition and rehabilitation on the properties acquired and rehabilitated by the Homeless Trust with Project funds.

9. **BANK ACCOUNTS AND BONDING:** The Homeless Trust shall maintain all monies received pursuant to this Agreement in an account with a bank or savings and loan association that is located in Miami-Dade County. The Homeless Trust shall provide the City with the name of the bank or savings and loan association, as well as the name and title of all individuals authorized to withdraw or write checks on Project funds.

10. **ACCOUNTING AND FINANCIAL REVIEW:** The Homeless Trust shall keep accurate and complete books and records of all receipts and expenditures of Project funds, in conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Agreement, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by the Homeless Trust. These books, records, and documents may be requested and examined by the City, and/or its authorized representatives, at the Homeless Trust's offices during regular business hours and

upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of the Homeless Trust, whether or not purported to be related to this Agreement.

The Homeless Trust costs or earnings claimed under this Agreement may not also be claimed under any other Agreement from the City of Miami Beach or from any other entity. Any claim for double payment by the Homeless Trust shall be a material breach of this Agreement.

11. INSPECTOR GENERAL AUDIT RIGHTS:

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Homeless Trust, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to the Homeless Trust, the Homeless Trust shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Homeless Trust, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in the Homeless Trust possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and

records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. The Homeless Trust shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, in perpetuity after final payment under this Agreement or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this Agreement is completely or partially terminated, the Homeless Trust shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. The Homeless Trust shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to the Homeless Trust, its officers, agents, employees, subcontractors and suppliers. The Homeless Trust shall include the Miami-Dade County Office of Inspector General provisions in its contracts with subcontractors and suppliers who work on the Project and the Homeless Trust shall notify the Office of the Inspector General of the City of Miami Beach of any findings made by the County's Office of the Inspector General relating to any such subcontractors or suppliers.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Homeless Trust or third parties.

13. **PUBLICITY AND CREDITS**: The Homeless Trust must include the City logo and the following credit line in all printed publications related to this Agreement or the activities funded under this Agreement: **"This Project is funded in part by funding from the City of Miami Beach."** Failure by the Homeless Trust to comply with this paragraph may preclude future funding from the City, in the same manner as if the Homeless Trust defaulted under this Agreement.

14. **LIABILITY AND INDEMNIFICATION**: The Homeless Trust shall indemnify and hold harmless the City and its officials, officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Homeless Trust or its

officers, employees, agents, servants, partners, principals or contractors. The Homeless Trust 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Homeless Trust expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

If the Homeless Trust is a government entity, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Homeless Trust entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Homeless Trust entity.

15. **ASSIGNMENT**: The Homeless Trust shall not be permitted to assign this Agreement, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement.

16. **COMPLIANCE WITH LAWS**: The Homeless Trust agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

17. **DEFAULT/TERMINATION PROVISIONS**: In the event the Homeless Trust shall fail (1) to commence construction of the improvements at Blue Village by or before December 31, 2024, (2) to receive a temporary certificate of occupancy for all units at Blue Village by or before 18 months following the date of commencement of construction, but not later than June 30, 2026 or (3) to comply with its obligations to notify the City of openings and process referrals in accordance with the provisions of Exhibit 2, the City Manager or the City Manager's designee may terminate this Agreement and withhold or cancel all or any unpaid installments of the Project funds upon giving five (5) calendar days written notice to the Homeless Trust, and the City shall have no further obligation to the Homeless Trust under this Agreement. Further, in the event of termination for cause by the City, the Homeless Trust shall be required to immediately repay to the City all portions of the Project funds which have been received by the Homeless Trust. In the event the City shall fail to pay any installment on or before its due date, the Homeless Trust may terminate this Agreement upon giving five (5) calendar days written notice to the City, and the Homeless Trust shall have no further obligation to the City under this Agreement (other than any indemnification obligations that survive the termination). In the event of such termination for

cause by the Homeless Trust, the Homeless Trust shall promptly repay all portions of the Project funds which have been received by the Homeless Trust.

Otherwise, this agreement shall continue in effect from year to year unless amended or terminated by the consent of all of the parties hereto.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law.

18. FLORIDA PUBLIC RECORDS ACT:

A. The Homeless Trust shall comply with Florida Public Records Act under Chapter 119, Florida Statutes, as may be amended from time to time.

B. The term “public records” shall have the meaning set forth in Section 119.011(12), which means 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 official business of the City.

C. Pursuant to Section 119.0701 of the Florida Statutes, if the Homeless Trust meets the definition of “Contractor” as defined in Section 119.0701(1)(a), the Homeless Trust shall:

- i. Keep and maintain public records required by the City to perform the service;
- ii. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Homeless Trust does not transfer the records to the City;
- iv. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Homeless Trust or keep and maintain public records required by the City to perform the service. If Homeless Trust transfers all public records to the City upon completion of the Agreement, the Homeless Trust shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Homeless Trust keeps and maintains public records upon completion of the Agreement,

the Homeless Trust shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. REQUEST FOR RECORDS; NONCOMPLIANCE

- i. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Homeless Trust of the request, and the Homeless Trust must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- ii. The Homeless Trust failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- iii. If the Homeless Trust fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

E. CIVIL ACTION

- i. If a civil action is filed against the Homeless Trust to compel production of public records relating to the City's contract for services, the court shall assess and award against the Homeless Trust the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Homeless Trust unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Homeless Trust has not complied with the request, to the City and to the Homeless Trust.
- ii. A notice complies with subparagraph (i)(b) if it is sent to the City's custodian of public records and to the Homeless Trust at the Homeless Trust address listed on its agreement with the City or to the Homeless Trust's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- iii. If the Homeless Trust complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

F. IF THE HOMELESS TRUST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOMELESS TRUST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

19. E-VERIFY:

A. The Homeless Trust shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, the Homeless Trust shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, the Homeless Trust shall expressly require any approved subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If the Homeless Trust enters into a contract with an approved subcontractor, the subcontractor must provide the Homeless Trust with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Homeless Trust shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

B. TERMINATION RIGHTS

- i. If the City has a good faith belief that the Homeless Trust has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with the Homeless Trust for cause, and City shall thereafter have or owe no further obligation or liability to the Homeless Trust.
- ii. If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 19(A), but the Homeless Trust otherwise complied with such section, the City will promptly notify the Homeless Trust and order the Homeless Trust

to immediately terminate the contract with the subcontractor. The Homeless Trust's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Homeless Trust contract for cause.

- iii. A contract terminated under the foregoing Subsections (B)(i) or (B)(ii) is not in breach of contract and may not be considered as such.
- iv. The City or the Homeless Trust or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsections (B)(i) or (B)(ii) no later than twenty (20) calendar days after the date on which the contract was terminated.
- v. If the City terminates the Agreement with the Homeless Trust under the foregoing Subsection 19(A), the Homeless Trust may not be awarded a public contract for at least one (1) year after the date of termination of this Agreement.

20. **WRITTEN NOTICES:** Any notices required under this Agreement will be effective when delivered to the City in writing and addressed to the City Contract Administrator. Any notices required under this Agreement will be effective when delivered to Homeless Trust in writing and addressed to Homeless Trust Contract Administrator.

21. **CITY CONTRACT ADMINISTRATOR:** All contract related questions, reports and requests for reimbursements to be submitted to the City Contract Administrator listed below.

Alba Ana Tarre
Director
Office of Housing and Community Services
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Tel: 305-673-7000 ext. 26175
Email: albatarre@miamibeachfl.gov

ARTICLE III / MISCELLANEOUS PROVISIONS

22. **PUBLIC PURPOSE:** The Project funds awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by the Homeless Trust, that Homeless Trust is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Project funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek

remedies including, but not limited to, those outlined in this Agreement.

23. **NO DISCRIMINATION**: The Homeless Trust also accepts and agrees to comply with the following Special Conditions:

- A. The Homeless Trust hereby agrees that it will comply with Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352) (Title VII), as amended, as it appears in volume 42 of the United States Code, beginning at section 2000e, prohibiting employment discrimination based on race, color, religion, sex and national origin.
- B. The Homeless Trust hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing and public accommodations, public services and in connection with its membership or policies on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.
- C. The City endorses, and the Homeless Trust shall comply with, the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.
- D. The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that the Homeless Trust provides equal access and equal opportunity and services without discrimination on the basis of any disability.

24. **GOVERNING LAW AND EXCLUSIVE VENUE**: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade- County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE CITY AND THE HOMELESS TRUST EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

25. **NO WAIVER**: No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

26. **CAPTIONS USED IN THIS AGREEMENT**: Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

27. **CONTRACT REPRESENTS TOTAL AGREEMENT**: This contract, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties. Any modification to the Project Amount shall require approval by the Mayor and City Commission.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT 1

FORM OF INVOICE

CMB AGREEMENT No.:	
GRANTEE NAME:	
GRANTEE ADDRESS:	
GRANTEE CONTRACT ADMINISTRATOR:	
GRANTEE CONTRACT ADMINISTRATOR'S E-MAIL ADDRESS:	
REQUEST No.	
AMOUNT OF ASSISTANCE:	
LESS PREVIOUS TOTAL DISBURSEMENTS:	
BALANCE AVAILABLE:	
FUNDS REQUESTED THIS DISBURSEMENT:	

Certification of Payment: I certify that the above expenses were necessary and reasonable for the maintenance and operation of our premises and in accordance with this agreement.

Grantee

Report Prepared By:

Name

Signature/Date

City of Miami Beach

Report Reviewed By:

Name

Signature/Date

EXHIBIT 2

PROJECT DESCRIPTION

BACKGROUND

At the October 26, 2022 Miami Beach City Commission meeting, the Mayor and City Commission appropriated \$1 million for the Homeless Trust toward the acquisition and/or renovations of certain property located outside of the City of Miami Beach, for the purpose of providing housing and services to persons experiencing homelessness. As part of the City Commission's approval of the \$1 million funding request, and together with the City's commitment to work to identify at least another \$1 million in additional funds, the Homeless Trust committed to provide the City, on an ongoing basis, fifty-five (55) units to house fifty-five (55) people, to include: forty-five (45) single occupancy units at Blue Village, located at 18055 SW 12th Street, Miami, FL 33194, and ten (10) beds at Mia Casa located at 12221 Harriet Tubman Highway, North Miami, FL 33161.

- a) Mia Casa is a non-time limited housing option for seniors of any gender 65 years of age and older experiencing homelessness. The property includes sixty-five (65) shared rooms (2 persons per room, a few rooms are single occupancy) with a maximum capacity of 120 persons. The acquisition of Mia Casa was completed on January 31, 2023, and on that same date, the Homeless Trust entered into an agreement with Mia Casa at North Miami, LLC to operate the property on behalf of the Homeless Trust. Beginning in April 2020 as a response to the COVID-19 pandemic, the Homeless Trust began leasing Mia Casa while funding Mia Casa at North Miami, LLC to operate the facility as a COVID-19 quarantine and isolation site for seniors experiencing homelessness. Mia Casa was acquired using the HOME Investment Partnerships American Rescue Plan Program (HOME-ARP), provided through Miami-Dade Public Housing and Community Development along with a Special Appropriation provided by the State of Florida. Mia Casa is being operated using Food and Beverage (F&B) Tax Proceeds. Additional Food and Beverage Tax proceeds have also been set aside for capital improvements, as needed. Clients placed at Mia Casa are eligible to move on to other housing options within the Continuum of Care. Clients are most often referred to Mia Casa directly from the streets; others are referred when discharged from institutions such as area hospitals and crisis units. Seniors who meet Category 1 and 2 of the United States Housing and Urban Development (HUD) homeless definition as outlined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act are eligible for placement.
- b) Blue Village is envisioned to be non-time-limited housing with services for unsheltered single adult men with specific types of needs that have the ability to live independently. This includes persons with co-occurring disorders (i.e., mental illness, and/or substance use disorders); persons with tri-Morbidities which include co-occurring disorders with a chronic medical condition; the reentry population; and other marginalized persons experiencing homelessness that have proved particularly hard to house and serve. The Homeless Trust is repurposing this facility which currently includes 112 beds, but upon completion of renovations is expected to have at least 190 single occupancy units, with shared restrooms, showers and a cafeteria area. Miami-Dade County, through the Homeless Trust, successfully purchased the release of a deed restriction on this property from the United States General Services Administration on January 23, 2023 using local funding provided by Miami-Dade County. The Homeless Trust has competitively selected both a design firm and an operator. A timeline for completion and occupancy is in development, however the property is expected to be operational in Fiscal Year 2023-2024.

As the acquisition of both of the above properties is complete, funding provided by the City of Miami Beach will be used to offset the cost of Blue Village renovations. These acquisitions are

part of a larger effort by the Homeless Trust to increase the capacity of available housing for persons experiencing homelessness to include an appropriate level of supportive services for these specialized populations.

PROGRAM DESCRIPTION

In exchange for project funds provided by the City of Miami Beach, the Homeless Trust will set aside forty-five (45) units for adult men at Blue Village and ten (10) beds for seniors of any gender aged sixty-five (65) and older at Mia Casa with prioritization for Miami Beach individuals experiencing homelessness. Both Mia Casa and Blue Village are unique projects within the Homeless Trust's Continuum of Care, one serving seniors exclusively and the other focused exclusively on single adult men, as the Homeless Trust seeks to better meet the needs and coordinate housing and services for specific sub-populations experiencing homelessness.

The following are reporting requirements:

- Status report on Blue Village renovations up to and until a Temporary Certificate of Occupancy (TCO) is obtained (quarterly)
- Total number set-aside beds/units in project(s) utilized by Miami Beach (annually)

The following are goals for clients placed, which are in line with existing outcomes for other housing projects within the Continuum of Care but are not contractual obligations.

- **Housing Retention:** 90% or 50 clients will not return to homelessness after 1 year.
- **Income Growth:** At least 20% or 10 persons placed in permanent housing will obtain or increase income as a result of program participation.

The housing retention and income growth goals are aspirational, and failure to meet either goal is not a breach of contract and may not be considered as such, nor shall failure to meet either of these goals be the basis for termination of the contract.

Beneficiaries/Participants ("Clients"): Homeless individuals currently residing unsheltered on Miami Beach or individuals who previously resided on Miami Beach but are currently unsheltered outside of the City of Miami Beach, including those in emergency or transitional housing, as evidenced by HMIS.

Services: Under this Agreement, funding provided by the City will be used by the Homeless Trust for the following:

Renovations: The renovation of units at Blue Village to include 45 units set-aside for adult men experiencing homelessness in the City of Miami Beach.

Performance Reporting: The Homeless Trust will facilitate access to housing data by the City of Miami Beach's Information Technology Department through a systematic method. Access can be provided via Application Programming Interface (API), routinely scheduled data transfers, or other secure technology methods mutually agreed upon for analytics purposes. The Homeless Trust will use commercially reasonable efforts to cause the creation of a Miami Beach Project Account in the Homeless Management Information System (HMIS), allowing the City to generate housing status reports relating to Blue Village and Mia Casa, including reports specific to the individuals placed in the 45 units and 10 beds allocated to Miami Beach. The City shall be solely responsible for any costs associated with licensing or purchasing the API or other secure technology used to access the HMIS.

Referrals: Miami Beach's Office of Housing and Community Services will work in partnership with the Homeless Trust to refer eligible households to the program. With the consent of both parties, the referral timeline may be amended from time to time to ensure that units/beds committed to Miami Beach are maximized.

Homeless Trust Responsibilities

a) Blue Village

(1) The Homeless Trust or its designee will systematically alert the Miami Beach Office of Housing and Community Services Homeless Outreach Services Team via email or other agreed upon mechanisms, of anticipated or available set-aside units. Notification of a vacancy will happen within seven (7) days.

(2) The City of Miami Beach, in partnership with the Homeless Trust Housing Coordinator or other designee, will identify and refer eligible individuals to fill the 45 set-aside units prioritized for Miami Beach clients experiencing homelessness. Persons referred will be opened in HMIS, with universal data elements and vulnerability assessment completed, and will reside on Miami Beach or will have previously resided on Miami Beach.

Point of Contact:

Carlos Laso
Homeless Trust Housing Coordinator
305-375-4410
carloslaso@miamidade.gov

(3) Miami Beach referrals will follow the Coordinated Entry Process and Orders of Priority outlined by the Continuum of Care ("CoC"), which are available for viewing on the Homeless Trust's website and may be amended from time to time by the CoC.

(4) As Blue Village is expected to open in phases, at initial occupancy one of every four referrals will be offered to Miami Beach in order to ensure other persons experiencing homelessness throughout Miami-Dade County have access to Blue Village units.

(5) If the Trust or Miami Beach is unable to identify and refer an eligible adult male individual from Miami Beach within seven (7) calendar days, the Homeless Trust is authorized to refer other eligible persons experiencing homelessness across Miami-Dade into the vacant unit. In such a case, the next vacant unit within the property will be offered to the City of Miami Beach in an effort to reach the 45-unit commitment at Blue Village.

(6) If a referral is rejected or an offer of housing is declined, the Miami Beach Homeless Outreach Team can refer additional adult male individuals in an effort to reach the 45-unit set-aside commitment.

(7) Ensure a general timely response time for all communications with the MOU partner(s) of no more than two (2) business days.

b) Mia Casa

(1) Upon execution of this Agreement, the Homeless Trust or its designee(s) will systematically alert the Miami Beach Office of Housing and Community Services Homeless Outreach Services Team or its designee(s), via email or other agreed-upon mechanisms, of anticipated or available set-aside beds. Notification of a vacancy or anticipated vacancy will be made within 24 hours.

(2) The City of Miami Beach or its designee(s) will identify and refer eligible individuals 65 and older experiencing homelessness to the set-aside beds reserved for Miami Beach. Persons referred will be open(ed) in HMIS by the City of Miami Beach Office of Housing and Community Services Homeless Outreach Services Team or its designee with universal data elements and vulnerability assessment completed.

(3) Miami Beach referrals will follow the Coordinated Entry Process, which is available for viewing on the Homeless Trust's website and may be amended from time to time by the CoC. Clients referred must be able to perform activities of daily living without assistance. The operator of Mia Casa will coordinate with Miami Beach's outreach services to facilitate placement.

(4) If Miami Beach or its designee(s) is unable to identify and refer an eligible household from Miami Beach within 24 hours, the Homeless Trust is authorized to refer other eligible persons experiencing homelessness across Miami-Dade into the vacant bed. In such a case, the next vacant bed within the property will be offered to the City of Miami Beach in an effort to reach the 10-bed commitment.

(5) If a referral is rejected or an offer of housing is declined, the Miami Beach Homeless Outreach Team can refer additional households within the same 24-hour time period in an effort to reach the 10-bed commitment on a continuing basis.

(6) Ensure a general timely response time for all communications with the MOU partner(s) of no more than two (2) business days.

(7) As Mia Casa is already operating and receiving referrals from Miami Beach, clients placed prior to the execution of the agreement will count toward the 10-bed set-aside commitment, provided, the 10-bed set aside shall not constitute a ceiling or limitation on the City's ability to place clients that are age 65 and older at Mia Casa based on availability.

Miami Beach Homeless Outreach Team Responsibilities

a. Upon notification by the Homeless Trust and/or its designee that a referral is needed, the City of Miami Beach or its designee in partnership with the Homeless Trust or its designee will identify and select clients experiencing homelessness in Miami Beach following the Coordinated Entry Process and/or Orders of Priority established by the CoC to fill the set-aside units/beds.

b. Miami Beach's Office of Housing and Community Services and/or its designee will help coordinate transportation of referred, unsheltered, Miami Beach clients to Blue Village (45) or Mia Casa (10) for initial intake if the client needs that support.

c. Miami Beach's Office of Housing and Community Services and/or its designee(s) will work in partnership with the Trust and the contracted operators of Blue Village and Mia Casa to help ensure required documentation is obtained and retained. To facilitate rapid placement into Blue Village, documentation is not required upon entry, but should be obtained within 60 days of client placement.

d. Miami Beach’s Office of Housing and Community Services and/or its designee(s) will work in partnership with the Homeless Trust to support clients placed at Blue Village and Mia Casa to prevent returns to homelessness and successfully exit clients to other permanent housing, as appropriate.

e. Ensure a general response time for all communications with the MOU partner(s) of no more than two (2) business days.

REPORTING REQUIREMENTS

Outcome	Measure	Reporting Deadline
Provide housing capacity to Miami Beach for households experiencing homelessness	Reporting Requirements: <ul style="list-style-type: none"> • Status report on Blue Village renovations (quarterly) • Total number set-aside beds/units utilized by Miami Beach (annually) Goals: <ul style="list-style-type: none"> • Housing Retention rate (annually) • Income Growth rate (annually) 	Quarterly reports due on March 31 st , June 30 th , September 30 th , and December 30 th of each year. Annual reports due on December 30 th