

**AMENDMENT NO. 1 TO THE PROGRAM AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
THE CARING PLACE (FORMERLY KNOWN AS THE MIAMI RESCUE MISSION)
FOR EMERGENCY SHELTER SERVICES**

This Amendment No. 1 ("Amendment") to the Professional Services Agreement dated October 5, 2018 ("Agreement"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City") and **THE CARING PLACE (formerly known as the Miami Rescue Mission)**, whose address is 3553 NW 50th Street, Miami, FL 33142 ("Contractor"), is entered into this _____ day of _____, 2023 with an effective date of October 5, 2023.

RECITALS

WHEREAS, The Caring Place provides emergency shelter, residential programs, job training, education & computer literacy classes, healthcare, transitional housing, permanent housing, employment opportunities for homeless men; and

WHEREAS, the City has contracted with The Caring Place since 2003 for the provision of fifteen (15) emergency shelter beds for homeless males; and

WHEREAS, On September 12, 2018, the Mayor and City Commission adopted Resolution 2018-30460, waiving, by 5/7ths vote, the competitive bidding requirement and approving the City to enter into an agreement with the Miami Rescue Mission for a period of five (5) years for fifteen (15) emergency shelter beds in the annual not-to-exceed amount of \$98,769, with the not-to-exceed amount increased by three percent (3%) annually; and

WHEREAS, on October 5, 2018, the City and Contractor executed the agreement; and

WHEREAS, the agreement included an initial term of five (5) years with two (2), one (1) year renewal options to be exercised at the discretion of the City Manager; and

WHEREAS, Section 3.1 of the agreement established the following

Year 1- \$18.04 per bed, per day for a minimum of fifteen (15) beds, totaling \$98,769.00;
Year 2- \$18.58 per bed, per day for a minimum of fifteen (15) beds, totaling \$102,004.20;
Year 3- \$19.14 per bed, per day for a minimum of fifteen (15) beds, totaling \$104,791.50;
Year 4- \$19.71 per bed, per day for a minimum of fifteen (15) beds, totaling \$107,912.25;
Year 5- \$20.30 per bed, per day for a minimum of fifteen (15) beds, totaling \$111,142.50

WHEREAS, the current agreement will expire on October 4, 2023; and

WHEREAS, the current agreement does not stipulate the fixed fee or terms of a renewal agreement;

WHEREAS, the Administration met with the Contractor to negotiate the terms of the renewal agreement, at which point the Contractor conveyed that due to the organization's rising operational costs, the renewal agreement will require an increase in the daily emergency shelter bed rate of \$1.70, thus increasing the rate from \$20.30 to \$22.00, totaling \$120,780.00 for one (1) year (366 days); and

WHEREAS, as an additional benefit to the City, the Contractor agrees to support the City's newly formed extended outreach team by accepting clients for shelter placement on Saturday's and Sunday's.

WHEREAS, because the cost of the Services during the renewal term are estimated to exceed the City Manager's purchasing authority under the City Code, in the amount not to exceed \$100,000.00, the approval of the renewal term will require approval by the City Commission; and

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The Agreement is modified (deleted items ~~struck through~~ and inserted items underlined as follows:

- (a) The fixed fee per bed, per day, is hereby adjusted to \$22.00, in an amount not to exceed \$120,780 for one (1) year (366 days).
- (b) The Contractor will accept homeless clients for shelter intake seven (7) days a week.
- (c) Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

All expenditures are contingent upon annual budget appropriation.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado
City Clerk

Alina T. Hudak
City Manager

Date

FOR CONTRACTOR:

THE CARING PLACE

ATTEST:

By: _____

By: _____

Print Name / Title

Print Name / Title

Date