

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICE AGREEMENT  
BETWEEN  
THE CITY OF MIAMI BEACH, FLORIDA  
AND  
THE SALVATION ARMY  
FOR EMERGENCY SHELTER BEDS**

This Amendment No. 4 (Amendment) to the Professional Services Agreement, dated March 21, 2018, is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2024, with an effective date of March 21, 2025 ("Effective Date"), by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (City), and The Salvation Army, a non-profit Corporation, having its principal place of business at 1907 NW 38<sup>th</sup> Street, Miami FL 33142 (Contractor), and hereby amends the Agreement as follows:

**RECITALS**

**WHEREAS**, on September 25, 2017, the Mayor and City of Miami Beach ("City") adopted Resolution No. 2017-30000, approving the award of Request for Proposal ("RFP") No. 2017-293-KB for Emergency Shelter Beds to Serve Homeless Population; and

**WHEREAS**, on March 21, 2018, the City and Contractor executed the Agreement with respect to the Emergency Shelter Services (the Agreement), which services include Emergency Housing and Emergency Shelter Beds, as set forth in Exhibit A and Exhibit B of the Agreement; and

**WHEREAS**, Section 3.1 established a "not-to-exceed" limit of two hundred twenty-seven thousand one hundred eighty-four dollars and ninety-four cents (\$227,184.94) for year one (1), two hundred thirty-four thousand dollars and forty-nine cents (\$234,000.49) for year two (2), two hundred forty-one thousand twenty dollars and fifty-one cents (241,020.51) for year three (3), two hundred forty-eight thousand two hundred fifty-one dollars and twelve cents (\$248,251.12) for year four (4), and two hundred fifty-five thousand six hundred ninety-eight dollars and sixty-five cents (\$255,698.65) for year five (5), for 20 beds per year; and

**WHEREAS**, the City may require a greater amount of beds per year than was originally anticipated if it is to effectively manage the rise in demand for said beds and the City Commission-approved resolution did not stipulate a "not-to-exceed" amount; and

**WHEREAS**, on February 28, 2019, the City Manager approved Amendment No. 1 to the Agreement removing the not-to-exceed amount; and updated the renewal terms of the Agreement from a two (2) one-year renewal terms to two (2) two-year terms with the approval of the City Manager; and

**WHEREAS**, on June 12, 2023, following the approval of the Mayor and City Commission of item C2J at its December 14, 2022 Commission meeting, the City Manager approved Amendment No. 2 to the Agreement, authorizing the increase in daily bed rates

by 3% for each bed, increasing the approved rate to \$36.08 per bed, per day, and approving the purchase of a family room, inclusive of six (6) beds; and

**WHEREAS**, on July 24, 2024, the City Commission approved Resolution 2024-33188, approving Amendment No. 3 to the Agreement for the purchase of four (4) additional shelter beds at the existing rate of \$36.08 per bed, and further authorizing the City Manager to add additional beds to the current Agreement based on need and budget appropriation, and

**WHEREAS**, to address the rising demand for emergency shelter beds, the Administration has also negotiated an additional nine (9) beds, at the same rate, for the remainder of the Agreement's term, which ends on March 20, 2025; and

**WHEREAS**, the total cost for the thirteen (13) additional beds now amounts to \$73,098.08; and

**WHEREAS**, once Amendment No. 3 has been fully executed, the City's bed inventory at the Salvation Army will total 32 single beds, one (1) family room (6 beds), and four (4) after-hour beds for the Miami Beach Police Department ("MBPD"); and

**WHEREAS**, the initial 5-year term of the Agreement with the Contractor ended on March 20, 2023, with the option to extend the Agreement for an additional two (2), two (2) year renewals; and

**WHEREAS**, the first renewal is set to expire on March 20, 2025; and

**WHEREAS**, in July 2024, when the City issued the Salvation Army an "Intent to Renew" letter for the second renewal, the Contractor informed the City of an updated cost matrix reflecting actual expenses for shelter bed maintenance, including food, case management, and other services which exceeded the current contract rates; and

**WHEREAS**, based on these costs, the Contractor requested an increase from \$36.08 to \$47.00 per bed per day, which represented a significant increase beyond the current contract rate; and

**WHEREAS**, following negotiations, the Administration and the Contractor agreed to a fixed rate of \$38.00 per bed per day for the second renewal term; and

**WHEREAS**, the Contractor has submitted its "Intent to Renew" letter to the Procurement Department, noting that the renewal is contingent upon the City's approval of the rate adjustment; and

**WHEREAS**, the Office of Housing and Community Services has identified funds within its operating budget to cover the rate increase, effective March 21, 2025..

**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 Contractor hereby agree to amend the Agreement 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 hereby modified (deleted items ~~struck through~~ and inserted items underlined) as follows:

a) Section 3.1 is hereby amended as follows:

Additional beds may be purchased at the same rate, per bed, per day, if requested by the City and available. Rooms shall be made available to families and shall include six (6) beds at a price of ~~\$36.08~~ \$38.00 per bed, per day.

b) The fixed fee price per bed, per day, is hereby adjusted to reflect a 5% increase, for a fixed fee price of \$38.00 per bed, per day.

All expenditures are contingent upon 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.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**FOR CITY:**

**CITY OF MIAMI BEACH, FLORIDA**

**ATTEST:**

By:

\_\_\_\_\_  
**Rafael E. Granado,**  
**City Clerk**

\_\_\_\_\_  
**Eric T. Carpenter**  
**City Manager**

\_\_\_\_\_  
Date

**FOR CONTRACTOR:**

**THE SALVATION ARMY**

**ATTEST:**

By:

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Commander**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date