

**AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
CAMILLUS HOUSE, INC.
FOR
EMERGENCY SHELTER SERVICES**

This Amendment No. 5 (Amendment) to the Agreement, dated March 9, 2018, is entered into this ____, day of _____, 20__, with an effective date of March 9, 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 Camillus House Inc., a non-profit Corporation, having its principal place of business at 1603 NW 7 Avenue, Miami, FL, 33136 (Contractor), and hereby amends the Contract as follows:

RECITALS

WHEREAS, on September 25, 2017, the Mayor and City of Miami Beach ("City") Commission 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 9, 2018, the City and Contractor executed the Agreement; and

WHEREAS, the Agreement included an initial term of five (5) years, with the option to renew for two-year renewal terms at the City Manager's sole option and discretion; and

WHEREAS, Section 3.1 of the Agreement established the following

Year 1- \$26.35 per bed, for a minimum of 12 beds not to exceed \$198,126.65
Year 2- \$27.14 per bed, for a minimum of 12 beds not to exceed \$ 204,069.42
Year 3- \$27.95 per bed, for a minimum of 12 beds not to exceed \$ 210,191.35
Year 4- \$28.79 per bed, for a minimum of 12 beds not to exceed \$ 216,497.25
Year 5- \$29.66 per bed, for a minimum of 12 beds not to exceed \$ 222,992.16; and

WHEREAS, although the RFP stipulated two (2) two-year renewal terms, Section 4.2 of the Agreement inadvertently states two (2) one-year renewal terms; and

WHEREAS, on November 10, 2020, following the determination that the City may require a greater amount of beds per year than originally anticipated to effectively manage the rise in demand for said beds, the City executed Amendment No. 1 to the Agreement, removing the not to exceed amount inadvertently incorporated in the Contract and correcting the renewal terms of the Agreement from a two (2) one-year renewal terms to two (2) two-year renewal terms with the approval of the City Manager; and

WHEREAS, on December 14, 2022, the Mayor and City Commission approved item C2J, which authorized the increase in the rates by 3% for each additional daytime bed, pursuant to Section 4.6 of the Agreement, and further authorized the City Manager to

execute the Amendment; and

WHEREAS, on April 5, 2023, the City executed Amendment No. 2 to the Agreement, adjusting the fixed fee price per bed, per day for the term of the renewal agreement, to reflect a 3% increase, for a fixed fee price of \$30.55 per bed, per day, and to stipulate that all expenditures are contingent upon annual budget appropriations; and

WHEREAS, on December 19, 2023, Camillus House presented the Office of Housing and Community Services with a proposal to increase the City's emergency shelter bed roster by six (6) beds, for a total of eighteen (18) emergency shelter beds at the current rate of \$30.54 per bed, per day; and

WHEREAS, on January 31, 2024, the Mayor and City Commission approved item C2K, authorizing the purchase of six (6) additional emergency shelter beds at the current rate of \$30.54 per bed, per day; and

WHEREAS, on March 4, 2024, the City executed Amendment No. 3 to the Agreement, increasing the City's emergency shelter bed roster by six (6) beds, for a total of eighteen (18) emergency shelter beds at the rate of \$30.54 per bed, per day; and

WHEREAS, on June 20, 2024, the Contractor notified the City of significant increases in operational costs that pose challenges in maintaining shelter beds and related services at the current rate of \$30.54; and

WHEREAS, on January 25, 2025, the City executed Amendment No. 4 to the current Agreement, amending Section 3.1, "Fixed Fee", to include terms of future renewal terms of the Agreement, stipulating that if the City elects to exercise its option to extend the Agreement for the second two-year renewal term, the City and Contractor acknowledge and agree that they shall negotiate, in good faith, the rate of emergency shelter beds, Section 3.2, "Invoicing", to permit up to forty-five days advanced payment for emergency shelter bed services and associated costs, and "Exhibit A", "Scope of Services", to indicate that if the City secures shelter beds with alternative providers to specifically reduce the current bed roster for the duration of the Agreement, the Contractor will absorb the difference in daily bed rate costs ; and

WHEREAS, the initial 5-year term of the Agreement with the Contractor ended on March 8, 2023, with the option to extend the Agreement for an additional two (2), two-year renewals; and

WHEREAS, following the submission of an "Intent to Renew" letter to the City, the City Manager approved the first two-year renewal term of the Agreement; and

WHEREAS, the first renewal term is set to expire on March 8, 2025; and

WHEREAS, in response to the City's "Intent to Renew" letter for the second term, the Contractor informed the City that, due to rising operational costs, the requested rate remains \$67.00 per bed, per day; and

WHEREAS, after negotiations, the Administration and Contractor agreed on a fixed rate of \$57.00 per bed, per day, as to cover the remaining operational costs, the Contractor plans to utilize the Case Manager currently funded through the City of Miami Beach

Lazarus Project to also provide case management services to homeless individuals placed in the City's contracted beds; and

WHEREAS, the Office of Housing and Community Services has identified funds within its operating budget to support eight (8) beds at the increased rate, effective March 9, 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 Manager 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 are underlined) as follows:

- a) Section 3.1, "Fixed Fee" is hereby amended as follows:

The fixed fee price per bed, per day, is hereby adjusted to reflect ~~a 3% an~~ adjusted rate increase, for a fixed price of ~~\$30.54~~ \$57.00 per bed, per day.

- b) "Exhibit A", "Scope of Services"

Service	Units of Service	Documentation of Service
Emergency Housing	18 <u>8</u> beds per day, 365 days per year	Attendance Roster

3. RATIFICATION.

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

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

Rafael E. Granado, City Clerk

Eric Carpenter, City Manager

Date

FOR CONSULTANT/CONTRACTOR:

CAMILLUS HOUSE, INC.

ATTEST:

By:

Secretary

President

Print Name

Print Name

Date