

C7 N A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, THE PROFESSIONAL SERVICES AGREEMENT (THE "AGREEMENT") BETWEEN THE CITY OF MIAMI BEACH AND MIAMI RESCUE MISSION, INC., FOR AN INITIAL TERM OF (5) YEARS, WITH TWO (2) TWO-YEAR RENEWAL PERIODS AT THE CITY'S OPTION, FOR THE PROVISION OF EMERGENCY SHELTER SERVICES, INCLUDING THE PROVISION OF A MINIMUM GUARANTEED FIFTEEN (15) BEDS PER DAY, AT THE INITIAL FIXED FEE OF \$25 PER BED PER DAY, IN THE BASE ANNUAL AMOUNT OF \$136,875.00 FOR THE FIRST YEAR, WITH THE FIXED FEE PER BED INCREASED BY THREE PERCENT (3%) ANNUALLY, SUBJECT TO FUNDING APPROPRIATION AND APPROVAL DURING THE CITY'S BUDGETARY PROCESS DURING EACH FISCAL YEAR; FURTHER, APPROVING THE PURCHASE OF ADDITIONAL BEDS, AS NEEDED, AT THE APPLICABLE FIXED FEE, SUBJECT TO FUNDING AVAILABILITY WITHIN THE DEPARTMENT'S BUDGET; AND FURTHER, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT.

Applicable Area:

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: June 25, 2025

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, THE PROFESSIONAL SERVICES AGREEMENT (THE "AGREEMENT") BETWEEN THE CITY OF MIAMI BEACH AND MIAMI RESCUE MISSION, INC., FOR AN INITIAL TERM OF (5) YEARS, WITH TWO (2) TWO-YEAR RENEWAL PERIODS AT THE CITY'S OPTION, FOR THE PROVISION OF EMERGENCY SHELTER SERVICES, INCLUDING THE PROVISION OF A MINIMUM GUARANTEED FIFTEEN (15) BEDS PER DAY, AT THE INITIAL FIXED FEE OF \$25 PER BED PER DAY, IN THE BASE ANNUAL AMOUNT OF \$136,875.00 FOR THE FIRST YEAR, WITH THE FIXED FEE PER BED INCREASED BY THREE PERCENT (3%) ANNUALLY, SUBJECT TO FUNDING APPROPRIATION AND APPROVAL DURING THE CITY'S BUDGETARY PROCESS DURING EACH FISCAL YEAR; FURTHER, APPROVING THE PURCHASE OF ADDITIONAL BEDS, AS NEEDED, AT THE APPLICABLE FIXED FEE, SUBJECT TO FUNDING AVAILABILITY WITHIN THE DEPARTMENT'S BUDGET; AND FURTHER, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT.

RECOMMENDATION

The Administration recommends approving the Resolution to authorize the execution of Professional Services Agreement between the City of Miami Beach and Miami Rescue Mission Inc., ("Contractor") for a period of five (5) years, for emergency shelter services in the annual amount of \$136,875, with the annual amount increased by three (3) percent annually, with two (2), two (2) year renewal periods at the City's option, and further authorizing the City Clerk and City Manager to execute the Agreement.

BACKGROUND/HISTORY

The Miami Rescue Mission, Inc., offers a comprehensive range of services, including emergency shelter, job training, education courses, employment opportunities, mental health counseling, residential substance abuse treatment programs, and transitional and permanent housing for men that are experiencing homelessness. Since 2003, the City has partnered with the Contractor for the provision of fifteen (15) emergency shelter beds. This long-standing collaboration enables the City to offer safe, supportive shelter placements equipped with resources that help individuals pursue both short- and long-term goals. The Miami Rescue Mission, Inc. plays a vital role in the City's outreach efforts by serving individuals who may face barriers to accessing other shelters due to mental health needs, substance addictions, or criminal history. The City's Homeless Outreach Services staff provides Care Coordination services to further assist sheltered individuals with accessing critical services, such as identification replacement, employment services, and referrals to transitional and permanent housing.

The City's current agreement with The Miami Rescue Mission, Inc., executed on October 5, 2018, initially provided fifteen (15) emergency shelter beds at a rate of \$18.04 per bed, per day. Over time, the daily rate has gradually increased to the current rate of \$22.00 per bed, per day. During

the agreement's second renewal term, and in support of the City's initiative to provide street outreach services seven (7) days a week, Contractor has enhanced accessibility by accepting clients on weekends—an essential feature for ensuring consistent placement options beyond standard weekday hours. The second renewal term of the Agreement is set to expire on October 4, 2025.

The professional services provided by The Miami Rescue Mission, Inc. qualify as professional services exempt from formal bidding requirements under Florida Statute 287.057(3)(f)(b).

ANALYSIS

Since the execution of the original Agreement, the Contractor has consistently fulfilled its contractual obligations to the City, providing homeless men with access to a wide range of services, including shelter beds, substance abuse treatment services, and behavioral and mental health services. In addition to accepting clients on weekends, the Contractor also readily accommodates the City during emergencies,—such as extreme weather conditions,—ensuring individuals in crisis have access to safe and supportive shelter when it is needed most.

The Miami Rescue Mission, Inc. has expressed its willingness to continue serving as an emergency shelter provider for the City at an initial rate of \$25.00 per bed, per day, for fifteen (15) beds, with the annual amount increasing by three percent (3%) each year. The combination of weekend availability, comprehensive services, and cost efficiency makes the Contractor a critical partner in the City's efforts to address homelessness with both fiscal responsibility and compassionate care.

The Administration drafted the FY 2025 Agreement to include fifteen (15) shelter beds to address and reduce homelessness amongst men in Miami Beach. Service deliverables will include medical, mental health, and substance abuse screenings, with access to corresponding treatment services. The City's Homeless Outreach Services staff will continue to provide Care Coordination services to individuals that accept shelter placement.

The Administration is seeking City Commission's approval of the Fiscal Year 2025 Professional Services Agreement with The Miami Rescue Mission, Inc., for the provision of fifteen (15) shelter beds at the rate of \$25.00 per bed, per day, in the amount of \$136,875 for the first year, with the annual amount increasing by three percent (3%) annually, with two (2), two (2) year renewal terms at the City's option.

FISCAL IMPACT STATEMENT

\$136,875

Does this Ordinance require a Business Impact Estimate?

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

FINANCIAL INFORMATION

011-0560-000349-23-405-575-00-00-00- Housing & Community Services

CONCLUSION

The Administration recommends approving the Professional Services Agreement with The Miami Rescue Mission, Inc. for a period of five (5) years, in the amount of \$136,875 for the first year, with the annual amount increasing by three percent (3%) annually, with two (2), two (2) year renewal terms at the City’s option, and authorizing the City Manager to execute the Agreement.

Applicable Area

Citywide

Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Housing and Community Services

Sponsor(s)

Co-sponsor(s)

Condensed Title

Approve Agreement w/ The Miami Rescue Mission, Inc. for Emergency Shelter Services. HCS

Previous Action (For City Clerk Use Only)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
MIAMI RESCUE MISSION, INC.
FOR EMERGENCY SHELTER SERVICES**

This Professional Services Agreement (“Agreement”) is entered into this ____ day of _____ 2025, with an effective date of October 5, 2025 (“Effective Date”), 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 (“City”), and **MIAMI RESCUE MISSION, INC.**, whose address is 3553 NW 50th Street, Miami, Florida 33142 (“Contractor”).

**SECTION 1
DEFINITIONS**

- Agreement:** This Agreement between the City and Contractor, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City.
- City Manager’s Designee:** The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager’s designee shall be the Housing and Community Services Director.
- Contractor:** For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services:** All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Contractor as compensation for Services.
- Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

**SECTION 2
SCOPE OF WORK (SERVICES)**

- 2.1** The scope of work to be performed by Contractor is set forth in Exhibit "A" attached hereto and incorporated herein (the “Services”).
- 2.2** Contractor’s Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit “A.”

SECTION 3
TERM

The term of this Agreement (“Term”) shall commence upon the Effective Date of this Agreement by all parties hereto (the Effective Date set forth on p.1 hereof) and shall continue for five (5) years, unless otherwise terminated by the City. The Term of this Agreement can be extended for two (2) additional two (2)-year renewal terms, at the City Manager’s sole option and discretion.

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit A hereto.

SECTION 4
FIXED FEE

4.1 During the first year of the Term, the City agrees to pay a fixed fee of \$25.00 per bed, per day, for a minimum of fifteen (15) beds, totaling One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five Dollars (\$136,875.00) for the year, to be used by Contractor to provide the Services. Subject to funding appropriation and approval during the City’s budgetary process during each subsequent fiscal year, the fixed fee per bed per day shall increase by 3% each year. If funding is appropriated and approved as provided in the preceding sentence, the annual fixed fee will be as follows: during the second year of the Term, the fixed fee will be \$25.75 per bed, per day, for a minimum of fifteen (15) beds, totaling One Hundred Forty Thousand Nine Hundred Eighty-One Dollars and Twenty-Five Cents (140,981.25); during the third year of the Term (a leap year), the fixed fee will be \$26.52 per bed, per day, for a minimum of fifteen (15) beds, totaling One Hundred Forty-Five Thousand Five Hundred Ninety-Four Dollars and Eighty Cents (\$145,594.80); during the fourth year of the Term, the fixed fee will be \$27.32 per bed, per day, for a minimum of fifteen (15) beds, totaling One Hundred Forty-Nine Thousand Five Hundred Seventy-Seven Dollars (\$149,577.00); during the fifth year of the Term, the fixed fee will be \$28.14 per bed, per day, for a minimum of fifteen (15) beds, totaling One Hundred Fifty-Four Thousand Sixty-Six Dollars and Fifty Cents (\$154,066.50). If renewal terms are exercised, subject to funding appropriation and approval during the City’s budgetary process during each subsequent fiscal year, the daily bed rate shall continue to increase by 3% annually. Additional beds may be purchased, at the City’s sole option and in its sole discretion, at the same rate per day, per bed and if available.

4.2 Contractor shall be compensated for the Services, as set forth in Section 2 and Exhibit “A”, as follows:

The Contractor shall submit monthly requests for payment no later than the 5th day of the succeeding month. Compensation will be issued in corresponding monthly installments. Advance payments are not allowed. The aggregate annual fee shall not exceed the sums set forth in subsection 4.1 unless additional beds are requested by and provided to the City.

Invoices for services taking place prior to the beginning of the Term are not reimbursable. Similarly, invoices for services taking place after the Term are not reimbursable.

The City assumes no obligation to provide financial support of any type in excess of the total Agreement amount. All amounts submitted to the City must not be submitted to any other funding agency for payment.

Contractor's compensation shall be further subject to and conditioned upon all or any portion of the Services to be provided herein being allowable and within the Scope of Services delineated in Exhibit "A".

4.3 INVOICING

Contractor shall provide the City with a detailed invoice, on a monthly basis, by the 5th day of each month, that details all services performed by Contractor in a particular month. In the event that the fifth of the month lands on a Saturday, Sunday or holiday, the report must be submitted the following business day.

Monthly reports and reimbursement requests may be submitted via any of the following methods:

- Electronic mail
- Hand delivery
- Standard mail

Alba Tarre, Department Director
Office of Housing and Community Services
1700 Convention Center Drive
Miami Beach, Florida 33139
AlbaTarre@miamibeachfl.gov

Contractor's invoices are subject to the review and approval of the City Manager and/or his or her designee, who shall be the Department Director of the Office of Housing and Community Services. The City shall not remit any payments to Contractor unless Contractor provides the City with a detailed invoice that is acceptable to the City.

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall be signed by an authorized employee of the Contractor, shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation

of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor.

Notwithstanding the foregoing, if the performance of the Services by Contractor under this Agreement is creating a temporary or permanent public health, welfare or safety issue, as determined by the City Manager, in the City Manager's sole discretion, the City Manager may immediately suspend the Services under this Agreement for a time certain, or, in the alternative, terminate this Agreement on a given date, without providing Contractor with an opportunity to cure.

Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

5.4 TERMINATION DUE TO LACK OF FUNDING

The City may also, through its City Manager, terminate this Agreement due to lack of funds, should available funding be reduced or should funding for the Services not be approved through the City's budgetary process during the Term of this Agreement, by giving written notice to the Contractor of such termination. Following termination pursuant to this Section 5.4, the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

SECTION 6

INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic, or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as provided herein.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Contractor shall not commence any work and/or Services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been reviewed and approved by the City's Risk Manager.

The Contractor shall maintain and carry in full force during the Term, the following insurance:

1. **Comprehensive General Liability insurance** in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Contractor can provide financial statements to support a higher deductible. The City of Miami Beach must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:
 - a. Bodily Injury;
 - b. Property Damage;
 - c. No endorsement for premises only operations.

2. If applicable, **Contractor Professional Liability insurance, with coverage amounts not less than \$250,000 per claim and in the aggregate**. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The City of Miami Beach is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

3. **Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.** Worker's Compensation Insurance must cover all employees, non-incorporated independent contractors or Contractors, and incorporated independent contractors or Contractors that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Contractor is no longer exempt from obtaining Worker's Compensation insurance, the Contractor must notify the City of Miami Beach and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Contractor's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Contractor is also solely responsible for obtaining and submitting all insurance certificates for any sub-contractors.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement.

Failure by Contractor to comply with Section 6.2 shall be a material breach of this Contract. The City will not disburse any funds under this Agreement until all required Certificates of Insurance have been provided to and have been approved by the City's Risk Manager.

The Contractor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

Contractor and or Contractor's insurance agent, as applicable, shall notify the City, in writing, of any material changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Contractor shall be responsible for ensuring that all applicable insurance is maintained and submitted to the City for the duration of this Agreement. In the event of any change in Contractor's Scope of Services, as set forth in Exhibit "A", the City may increase, waive, or modify in writing any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive, or modify any of the foregoing insurance requirements must be approved, in writing, by the City prior to any such decrease, waiver, or modification. In the

event that an insurance policy is canceled, lapsed, or expired during the effective period of this Agreement, the City shall withhold all payments to Contractor until a new Certificate of Insurance required under this section is submitted and approved by the City. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy. The City may require Contractor to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or the City requirements. Provision of insurance by Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the City may have against Contractor for any liability of any nature related to performance under this Agreement or otherwise. All insurance required hereunder may be maintained by Contractor pursuant to a master or blanket policy or policies of insurance.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City 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.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000.00. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of the sum of \$10,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS;
COPYRIGHT; AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-contractors, without the prior written consent of the City Manager.

SECTION 10 GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e., 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement, including Contractor's financial records. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement. Contractor agrees to submit its agency financial audit to the City within 30 days of completion, at least once during the Term of this Agreement.

10.2 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 Contractor, 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 Contractor, the Contractor 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 the Contractor 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 Contractor's 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 Contractor 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, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
 - i. If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- ii. The Contractor 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 Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Agreement.
- (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 Contractor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

Contractor shall be responsible for all Services performed, and all expenses incurred, under this Agreement, including services provided and expenses incurred by any and all subcontractors. The City shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Contractor shall be solely liable for any expenses or liabilities incurred under any subcontract. Contractor shall hold harmless and defend, at Contractor's expense, the City against any claims, demands or actions related to any subcontract.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes with the City's Procurement Division.

10.5 NON-DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing, public accommodations, public services, and in connection with its membership or policies because 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.

10.6 CONFLICT OF INTEREST

The Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Contractor shall comply with Florida Public Records law 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 Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) 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;
 - (3) 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 Contractor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.
 - (1) 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 Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- (2) Contractor's 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.
- (3) A Contractor who 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.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor'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.
- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR AS TO THE CONTRACTOR'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**

10.8 FORCE MAJEURE

- (A) A “Force Majeure” event is an event that (i) in fact causes a delay in the performance of the Contractor or the City’s obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- (B) If the City or Contractor’s performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City’s payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party’s performance under the Agreement for a time period

greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) To the extent that Contractor provides labor, supplies, or services under this Agreement, Contractor 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, Contractor 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, Contractor shall expressly require any 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. If Contractor enters into a contract with an approved subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or such other extended period as may be required under this Agreement.
- (B) **TERMINATION RIGHTS.**
- (1) If the City has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, which prohibits any person from knowingly employing, hiring, recruiting, or referring an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the City shall terminate this Agreement with Contractor for cause, and the City shall thereafter have or owe no further obligation or liability to Contractor.
 - (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Contractor otherwise complied with such subsection, the City will promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Contractor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate this Agreement for cause.
 - (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
 - (4) The City or Contractor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
 - (5) If the City terminates the Agreement with Contractor under the foregoing Subsection (B)(1), Contractor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
 - (6) Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 CONTRACTOR’S COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Contractor agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Anti-Human Trafficking Affidavit, containing the certification of compliance with anti-human trafficking laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as Exhibit “B”.

10.11 PROHIBITION ON CONTRACTING WITH A BUSINESS ENGAGING IN A BOYCOTT

Contractor warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Contractor hereby certifies that Contractor is not currently engaged in, and for the duration of the Agreement, will not engage in a boycott of Israel.

10.12 PROHIBITION ON CONTRACTING WITH AN INDIVIDUAL OR ENTITY WHICH HAS PERFORMED SERVICES FOR COMPENSATION TO A CANDIDATE FOR CITY ELECTED OFFICE

Contractor warrants and represents that, within two (2) years prior to the Effective Date, Contractor has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-379 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-379 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

10.13 PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN WHEN AN INDIVIDUAL’S PERSONAL IDENTIFYING INFORMATION MAY BE ACCESSED

Contractor hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual’s personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a “Prohibited Entity”). A foreign country of concern is defined in Section 287.138 (1)(c), Florida

Statutes, as may be amended from time to time, as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. Contractor warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of Contractor to execute the “Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit”, incorporated herein by reference and attached hereto as Exhibit “C”.

SECTION 11
NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR: The Miami Rescue Mission, Inc.
Attn: Antonio Villasuso, President
3350 NW 50th Street
Miami, Florida 33142
(305) 571-2232

TO CITY: City of Miami Beach
Office of Housing and Community Services
Attn: Alba Ana Tarre, Department Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7491

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.4 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (D) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (E) 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.
- (F) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
 - (5) Keep and maintain public records required by the City to perform the service;
 - (6) 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;
 - (7) 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 Contractor does not transfer the records to the City;
 - (8) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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.

- (1) 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 Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Contractor's 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.
- (3) A Contractor who 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.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor'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.
- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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

12.5 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.6 CONFIDENTIALITY

Contractor and the City understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The parties shall not disclose confidential information to any third party (except that such information may be disclosed to such party's attorneys), or to any employee of such party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Agreement imposes no obligation upon the parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval, or (g) is subject to disclosure pursuant to Public Records Laws including, without limitation, Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

12.7 DATA SECURITY OBLIGATION

Contractor shall maintain an appropriate level of data security for the personally identifiable information (PII) which Contractor is collecting or using in the performance of this Agreement. PII is information that can uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify individuals. Contractor shall maintain and adhere to a written Data Security Policy that addresses requirements regarding the protection of PII from unauthorized access and protection against data breaches, and ensures Contractor is in compliance with applicable federal and state standards with respect to transmission, receipt and storage of PII on Contractor's computing network and as paper records. This policy shall address the topics of computer passwords, screensavers that lock computers, securing physical facilities, storing data, data use, data confidentiality agreements, and staff training

related to the policy. Additionally, Contractor is responsible for approving and tracking all Contractor employees who request system or information access and ensuring that user access has been removed from all terminated employees of Contractor. All employees and independent contractors performing work or duties related to this Agreement will sign a Data Confidentiality Agreement prior to beginning work related to this Agreement. Contractor must also abide by all requirements to protect client protected PII.

12.8 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

FOR CITY:

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

By: _____
Rafael E. Granado, City Clerk

Eric T. Carpenter, P.E., City Manager

Date

Date

FOR CONTRACTOR:

ATTEST:

Miami Rescue Mission, Inc.

By: _____

Print Name / Title

Print Name / Title

Date

Date

Corporate Seal

EXHIBIT "A"

"SCOPE OF SERVICES"

The Contractor shall provide the following services to individuals referred for emergency shelter placement (clients):

Service	Units of Service	Documentation of Service
Bed Roster Report	1 Report Daily	Attendance Roster
Emergency Housing	15 beds per day, with additional beds if requested and available	Attendance Roster
Meals	3 meals per day/ per client placed	Attendance Roster

Related Definitions: The City's goal is to reduce homelessness by providing emergency shelter to homeless persons as a means of transitioning them to stability and, ultimately, permanent housing. The City adheres to a strengths-based client engagement strategy that seeks to utilize a client's strengths to devise plans that incorporate these natural strengths to overcome existing service gaps or personal barriers. We seek to adhere to cultural competency standards and engage the client at his/her level of comprehension.

In order to achieve this and ensure that finite public resources are used efficiently, the City will expect the following:

Intake & Consent — The Intake provides prospective clients with an overview of shelter services and the benefits and expectations of program participation. Client consents required for program participation are executed by the City enabling the provision of further services by the City and Contractor.

Client Termination — The Contractor may terminate clients for failure to adhere to shelter rules. The Contractor will notify the City in writing of any terminations and the reasons for such termination.

Service Deliverables

The Contractor shall provide the following services, as appropriate:

- Testing for tuberculosis within forty-eight (48) business hours of admittance to shelter;
- Clean clothing and hygiene products, if available;
- Random drug and alcohol tests will be conducted monthly and/or at shelter staff's discretion, with test results included in client's case file;
- The City reserves the right to conduct periodic audits of client files to ensure adherence to service benchmarks; and
- Access to medical, mental, and substance abuse treatment services.

Clients will receive case management services from the City with an emphasis on obtaining stability, entitlements, and housing. This includes:

- a. Development of a *Care Plan* and documentation of contacts;
- b. Referrals for specialized health, substance abuse, mental health screening and treatment will be made for clients based on need or their request;
- c. Referral to other entitlement services including, but not limited to, Veterans Administration, SNAP and Medicaid;
- d. Referral to educational and vocational training;
- e. Create and maintain client resume on file;
- f. Referral for employment; and
- g. Referral to permanent housing, among other services.

Employee/ Contractor File Review

The following documentation must be included in the employee/Contractor file for those employees/Contractors' providing services under this contract. The following must be included in the employee files:

- Employment Application
- Evidence of degree/credentials
- Job Description Signed by Employee
- Evidence of Required Experience
- Florida Background Criminal Screening
- Proof of Knowledge of Policies & Procedures
- Confidentiality Agreement Re: Client Information
- Documentation of Agency Training/In-Service Training
- Evidence of completion of mandatory inclusion training provided by Pridelines
- I-9 Verification on File

The City reserves the right to inspect employee/Contractor files with due notice (at least forty-eight (48) hours in advance of planned site visit) to ensure adherence to contractual expectations.

Monitoring & Performance Reviews

The City reserves the right to inspect, monitor and/or audit the Contractor to ensure contractual compliance. This includes, but is not limited to:

- Review of on-site service delivery
- Inspection and review of budgetary and employee files (for those employees providing services under this Agreement)

Promotion & Public Relations Requirements

The Contractor agrees to receive City of Miami Beach Homeless Outreach Program Brochures and make them available to clients during all in-person client interactions. Contractor agrees to identify the City as funder in all media, promotional materials and press releases referencing the program's services within the City of Miami Beach.

Additional Documentation

Contractor shall submit the following documentation to City immediately upon execution of the Agreement:

- All required insurance certificates
- Copy of most recent financial audit, as appropriate
- Copy of required business licenses and permits
- List of all members of Contractor's Board of Directors, if applicable
- Contractor's Board of Directors by-laws, if applicable
- Conflict of Interest policy
- Agency 990 Form
- Agency W-9 Form

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT "B"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Contractor.

CONTRACTOR:

Miami Rescue Mission, Inc., a Florida not-for-profit corporation.

Name/Title: _____ (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025 by _____, as _____ of Miami Rescue Mission, Inc., a Florida not-for-profit corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT "C"

**PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN
AFFIDAVIT**

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Contractor, hereby attests under penalty of perjury that Contractor does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Contractor is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Contractor; or (c) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Contractor.

CONTRACTOR:

Miami Rescue Mission, Inc., a Florida not-for-profit corporation.

Name/Title: _____ (Address) _____

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025 by _____, as _____, of Miami Rescue Mission, Inc., a Florida not-for-profit corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, THE PROFESSIONAL SERVICES AGREEMENT (THE "AGREEMENT") BETWEEN THE CITY OF MIAMI BEACH AND MIAMI RESCUE MISSION, INC., FOR AN INITIAL TERM OF (5) YEARS, WITH TWO (2) TWO-YEAR RENEWAL PERIODS AT THE CITY'S OPTION, FOR THE PROVISION OF EMERGENCY SHELTER SERVICES, INCLUDING THE PROVISION OF A MINIMUM GUARANTEED FIFTEEN (15) BEDS PER DAY, AT THE INITIAL FIXED FEE OF \$25 PER BED PER DAY, IN THE BASE ANNUAL AMOUNT OF \$136,875.00 FOR THE FIRST YEAR, WITH THE FIXED FEE PER BED INCREASED BY THREE PERCENT (3%) ANNUALLY, SUBJECT TO FUNDING APPROPRIATION AND APPROVAL DURING THE CITY'S BUDGETARY PROCESS DURING EACH FISCAL YEAR; FURTHER, APPROVING THE PURCHASE OF ADDITIONAL BEDS, AS NEEDED, AT THE APPLICABLE FIXED FEE, SUBJECT TO FUNDING AVAILABILITY WITHIN THE DEPARTMENT'S BUDGET; AND FURTHER, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE AGREEMENT.

WHEREAS, pursuant to Section 2-366(c)(2) of the Miami Beach City Code for exempt professional services and in accordance with Florida Statute § 287.057, this Agreement is exempt from the procurement process; and

WHEREAS, the Miami Beach City Code provides that those services delineated as exempt professional services under Florida Statute § 287.057 shall not require formal bids; and

WHEREAS, Florida Statute § 287.057(3)(e)(9) provides that the following services are exempt professional services: "[p]revention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations" provided that "in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price;" and

WHEREAS, Miami Rescue Mission, Inc. offers a comprehensive range of services, including emergency shelter, job training, education courses, employment opportunities, mental health counseling, residential substance abuse treatment programs, and transitional and permanent housing for men that are experiencing homelessness; and

WHEREAS, the City has contracted with Miami Rescue Mission, Inc. since 2003 for the provision of fifteen (15) emergency shelter beds serving homeless men; and

WHEREAS, throughout the City's long-standing collaboration with Miami Rescue Mission, Inc., the vendor has proven to be able, willing to meet price requirements and has developed a positive performance record; and

WHEREAS, this long-standing collaboration enables the City to offer safe, supportive shelter placements equipped with resources that help individuals pursue both short- and long-term goals; and

WHEREAS, the City's current Professional Services Agreement (the "Current Agreement") with Miami Rescue Mission, Inc., executed on October 5, 2018, initially provided

fifteen (15) emergency shelter beds at a rate of \$18.04 per bed, per day, and gradually increased to \$22.00 per bed, per day over the span of the Current Agreement; and

WHEREAS, during the Current Agreement's second renewal term, and in support of the City's initiative to provide street outreach services seven (7) days a week, Miami Rescue Mission, Inc. enhanced accessibility by accepting clients on weekends; and

WHEREAS, the second renewal term of the Current Agreement is set to expire on October 4, 2025; and

WHEREAS, Miami Rescue Mission, Inc. has expressed its willingness to continue serving as an emergency shelter provider for the City at an initial rate of \$25.00 per bed, per day, for fifteen (15) beds, totaling \$136,875.00 for the first year, with the rate per bed increasing by three percent (3%) each year; and

WHEREAS, pursuant to the Agreement, the City has the right, at the City Manager's sole option and discretion, to purchase additional beds at the fixed fee price; and

WHEREAS, the combination of weekend availability, comprehensive services, and cost efficiency makes Miami Rescue Mission, Inc. a critical partner in the City's efforts to address unsheltered homelessness with both fiscal responsibility and compassionate care; and

WHEREAS, the City Manager recommends the following (i) approving, in substantial form, a new Professional Services Agreement (the "Agreement") between the City of Miami Beach and Miami Rescue Mission, Inc., for an initial term of (5) years, with two (2) two-year renewal periods at the City's option, for the provision of emergency shelter services, including the provision of a minimum guaranteed fifteen (15) beds per day, at the initial fixed fee of \$25 per bed per day, in the base annual amount of \$136,875.00 for the first year, with the fixed fee per bed increased by three percent (3%) annually subject to funding appropriation and approval during the City's budgetary process during each fiscal year; (ii) approving the purchase of additional beds, as needed, at the applicable fixed fee, subject to funding availability within the Department's budget; and (ii) authorizing the City Manager and City Clerk to execute the Agreement.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, in substantial form, the Professional Services Agreement (the "Agreement") between the City of Miami Beach and Miami Rescue Mission, Inc., for an initial term of (5) years, with two (2) two-year renewal periods at the City's option, for the provision of emergency shelter services, including the provision of a minimum guaranteed fifteen (15) beds per day, at the initial fixed fee of \$25 per bed per day, in the base annual amount of \$136,875.00 for the first year, with the fixed fee per bed increased by three percent (3%) annually subject to funding appropriation and approval during the City's budgetary process during each fiscal year; further, approve the purchase of additional beds, as needed, at the applicable fixed fee, subject to funding availability within the Department's budget; and further, authorize the City Manager to finalize and execute the Agreement.

PASSED and ADOPTED this _____ day of _____ 2025.

Steven Meiner, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney *ESP* 6/17/2025
Date