CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#24-0613**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: July 2, 2024

TITLE: Motion Approving a Not for Profit Service Agreement between the City of Fort Lauderdale and the Miami Rescue Mission Inc., for Emergency Shelter Placement in an Amount not to exceed $328,500 - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve a Not for Profit Service Agreement between the City of Fort Lauderdale and the Miami Rescue Mission, Inc. dba Broward Outreach Center, for Emergency Shelter Placement in an amount not to exceed $328,500.

Background

In alignment with the City Commission's Top Priority of Homelessness and Housing Accessibility, staff continues to coordinate services to assist neighbors experiencing homelessness and improve the feeling of safety for our neighbors. The proposed program includes emergency shelter, case management, and supportive services for 20 reserved beds for the City of Fort Lauderdale.

Currently, the City does not have access to shelter placement, and with this new tool our Fort Lauderdale Police and Fire Department along with Neighbor Support can refer individuals to shelter. The proposed program includes a total of 20 bunks, eight bunk beds (four top and four bottom bunks) for males and females respectively, and four family beds (one room – two bottom and two top bunks). The goal of the program is housing stabilization with the assistance of case management and supportive services. Individuals can stay for up to 60 days, which can be extended if there is confirmation from the case managers of an individual's progress with a housing plan.

Resource Impact

There will be a fiscal impact for FY 24 of $82,125, the remaining amount will be reflected in FY25 for an amount not to exceed $246,375.

Funds available as of June 20, 2024					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-1450-512-30-3299	Division of Neighbor Support	Services/ Materials/ Other Services	$459,146	$231,986	$82,125
				TOTAL ▶	**$82,125**

Strategic Connections

This item is a 2024 *Commission Annual Action Plan* Priority, advancing Housing Accessibility initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- Neighborhood Enhancement
- Goal 4: Build a thriving and inclusive community of neighborhoods.
- Objective: Work with partners to reduce homelessness by promoting independence and self-worth through advocacy, housing and comprehensive services.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan*: We Are Community.

Attachment

Exhibit 1 – Miami Rescue Mission Not for Profit Service Agreement.

Prepared by: Luisa Agathon, Neighbor Support Manager

Charter Officer: Susan Grant, Acting City Manager

RMH **CP-3** 24-0669

Motion Approving Change Order No. 3 to Task Order No. 6 for Consultant Services for New Police Headquarters - AECOM Technical Services, Inc. $557,611.08 - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

KCM **CM-1** 24-0585

Motion Approving an Event Agreement for the FemAle Brew Fest - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

EWA **CM-5** 24-0613

Motion Approving a Not for Profit Service Agreement between the City of Fort Lauderdale and the Miami Rescue Mission Inc., for Emergency Shelter Placement in an Amount not to exceed $328,500 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Commissioner Sturman, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

Not Present: 1 - Commissioner Herbst

RMH **CM-8** 24-0667

Motion Approving a Settlement and Authorizing the City Manager to Sign the Joint Motions for Agreed Final Orders Between Broward County, City of Fort Lauderdale, and Ric-Man Construction Florida, Inc., for NOV24-0001 and NOV24-0002 and Authorizing a Settlement Payment of $78,808 - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

RMH **CR-2** 24-0501

24-121

Resolution to Extend the Lien Amnesty Program - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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

Name: Antonio Villasuso Title: President Entity: Miami Rescue Mission, Inc.

Signature: Date: 7/2/2024

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Florida
COUTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of July 2024 by Antonio Villasuso, as President for Miami Rescue Mission, Inc., who is personally known to me or who has produced FL Driver License as identification.

Notary Public Signature: (Notary Seal)

Print Name: MARC Riascos My commission expires: Apr 25 2028

MARC RIASCOS
Notary Public - State of Florida
Commission # HH 520722
My Comm. Expires Apr 25, 2028
Bonded through National Notary Assn.

CITY OF FORT LAUDERDALE
FY 2024 NOT FOR PROFIT SERVICE AGREEMENT

THIS CITY OF FORT LAUDERDALE FY 2024 NOT FOR PROFIT SERVICE AGREEMENT, ("Agreement"), made and entered this 2nd day of July, 2024, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal place of business is 101 NE Third Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and Miami Rescue Mission, Inc. dba Broward Outreach Center, a Florida not for profit corporation, ("Participant" or "Organization" or "Contractor" or "Miami Rescue"), whose principal address is 3553 NW 50th Street, Miami, FL 33142.

WHEREAS, Miami Rescue's mission is to transform the lives of homeless men, women and children through comprehensive residential programs to effect lasting change and empower them to be productive members of society; and

WHEREAS, Miami Rescue has many services which include emergency shelter, residential programs, job training, education & computer literacy classes, healthcare, transitional housing, permanent housing, employment opportunities for homeless men, women, and children as well as programs for 'at-risk' youth"; and

WHEREAS, Miami Rescue is entering into this Agreement to find solutions and strategies to help homeless people within the corporate limits of the City of Fort Lauderdale; and help homeless people get into shelter and/or housing and become self-sufficient; and

WHEREAS, the City is providing funds to Miami Rescue to provide Emergency Shelter Placement, to help homeless people within the corporate limits of the City of Fort Lauderdale, which will enhance the public health, safety, and welfare, and thereby serve a legitimate public and municipal purpose;

NOW, THEREFORE, the City and Miami Rescue agree as follows:

I. SCOPE OF SERVICES

The Participant shall use funds provided by the City pursuant to this Agreement to address homelessness through initiatives designed to benefit the homeless population within the corporate limits of the City of Fort Lauderdale, Florida. Such initiatives shall include Miami Rescue providing Emergency Housing for individuals experiencing homelessness. Miami Rescue will provide the City with 20 total beds per day. Eight of the beds will be for female individuals (4 bottom bunks and 4 top bunks), eight of the beds will be for male individuals (4 bottom bunks and 4 top bunks), and four beds will be for families (one room with 2 bottom bunks and 2 top bunks). In addition to the beds provided, Miami Rescue will also provide the following services to individuals referred for emergency shelter placement by the City, as appropriate:

1. Individuals will be tested for tuberculosis within 2 business days of admittance to the shelter.
2. Individuals will receive three meals a day.
3. Individuals will receive clean clothing and hygiene products.

4. Individuals will receive case management services with an emphasis on obtaining stability, entitlements, and housing.
5. Random drug and alcohol tests will be conducted monthly and/or at shelter staff's discretion with test results included in individual's case file.

The Participant will provide to the City no more often than each calendar month, a report detailing the initiatives and services that were supported by the City's contribution inclusive of demographic information, number of service events, number of referrals, number and type of housing provided, and an overall program overview inclusive of achievements, barriers, and success stories. City and Miami Rescue agree to make best efforts to have monthly update meetings to review the reports described above. Additionally, upon City's request, Miami Rescue will allow City staff to conduct walk-throughs of the facility. City agrees to provide at least 72 hours prior notice of any walk-throughs of the facility, and agrees that such walk-throughs shall not occur more frequently than every 3 months. This paragraph shall survive expiration or early termination of this Agreement.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 2, 2024, through June 31, 2025. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. With the City Manager's approval, the City reserves the right to extend this Agreement for two (2) one-year terms, provided that all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to by amendment to this Agreement and signed by both parties. In the event the term of this Agreement extends beyond the end of the City's fiscal year, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

III. PAYMENT

A. The total amount to be paid by the City annually pursuant to this Agreement shall not exceed **$328,500.00.** Funds will be distributed to Miami Rescue on a bimonthly basis, for a total of 24 payments, each in the amount of $13,687.50. The payments will be disbursed to Miami Rescue on or about the 15th and 30th of each month.

B. The Participant shall not use City funds for:

- Profit
- Alcoholic beverages
- Staff bonuses
- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Costs due to negligence
- Debt
- Audit services
- Unemployment compensation
- Worker's Compensation Insurance
- Recreational activities
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Luxury items as determined by the City in the City's sole discretion
- Cable or satellite television
- Any activity that would violate any applicable

- Taxes law, ordinance, or regulation

IV. FINANCIAL REPORTING

Within ninety (90) days after the close of the Organization's fiscal year, the Organization shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement and summary report shall be certified by a Certified Public Accountant. The financial statement and summary report shall be directed to the City as follows:

CITY OF FORT LAUDERDALE
City Manager's Office – Neighbor Support
101 NE Third Avenue, Suite 2100
Fort Lauderdale, FL 33301

This section shall survive expiration or early termination of this Agreement.

V. NOTICES

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City
City Manager
City of Fort Lauderdale
101 Third Avenue, Suite 2100
Fort Lauderdale, FL 33301

Participant
Antonio Villasuso
President
Miami Rescue Mission, Inc.
3553 NW 50th Street
Miami, FL 33142

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. Indemnification

Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. This Section shall survive the expiration or early termination of this Agreement.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 1 E. BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and 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 (2023), as may be amended or revised, 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 contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, 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 Contract, 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 Contract, 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.

E. Default

Any of the following events shall constitute an "event of default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.

2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment

shall not have been vacated.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

F. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

G. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

H. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

I. Compliance

The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

J. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the City a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance policies and coverages are required:

<u>Commercial General Liability</u>
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $500,000 combined single limit each accident.

If the Participant does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Participant waives, and the Participant shall ensure that the Participant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Insurance Certificate Requirements

a. The Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. The Participant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. If the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of the Participant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Participant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be named as an Additional Insured on the general liability policy.

g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u>
City of Fort Lauderdale
401 SE 21 Street
Fort Lauderdale, FL 33316

The Participant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Participant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Participant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

K. Subcontractors

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

L. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.L., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this section VI.L. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

M. Audit

The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has

been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

N. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

O. Waiver

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

P. Entire Agreement

This Agreement shall constitute the entire agreement between City and Participant for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

Q. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

R. Termination for Convenience

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to the Participant, in which event, the Participant shall be paid its compensation for services performed up to the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

S. Attorney Fees

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

T. Legal Representation

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:

David R. Solomon, City Clerk

City of Fort Lauderdale

By: _____
Dean J. Trantalis, Mayor

By: _____
Susan Grant
Acting City Manager

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

_____
Eric W. Abend
Senior Assistant City Attorney

WITNESSES:

Signature

Francisco Velasquez

Print Name

Signature

Keith Cavanaugh

Print Name

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

Antonio Villasuso, President

ATTEST:

Jeffery Tew, Chairman of the Board

(Corporate Seal)

STATE OF FLORIDA:
COUNTY OF Miami Dade:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of July, 2024, by Antonio Villasuso as President for Miami Rescue Mission, Inc., a Florida not for Profit Corporation.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

JAMES KNIGHT WHITWORTH
Notary Public - State of Florida
Commission # HH 380683
My Comm. Expires Jun 9, 2027
Bonded through National Notary Assn.

James Whitworth

(Print, Type, or Stamped Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced: _____

JAMES KNIGHT WHITWORTH
Notary Public - State of Florida
Commission # HH 350683
My Comm. Expires Jun 6, 2027
Bonded through National Notary Assn.

3C

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 7 / 16 /2024

DOCUMENT TITLE: MIAMI RESCUE MISSION, INC. – FY 2024 NOT FOR PROFIT SERVICE AGREEMENT

COMM. MTG. DATE: 7/2/2024 **CAM #:** 24-0613 **ITEM #:** CM-5 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** J. Larregui/5106 **Action Summary attached:** ☒YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 3

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 7/22/24 Eric W. Abend (Attorney's Name) EA (Initials)

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2) City Clerk's Office: # of originals: 3 **Routed to:** Donna V./Amber C./CMO **Date:** 07/22/24

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3) City Manager's Office: CMO LOG #: TUh56 Document received from: 7/22/24

Assigned to: SUSAN GRANT ☐ (Acting City Manager) ANTHONY FAJARDO ☐ (Assistant City Manager)
LAURA REECE ☐ (Acting Assistant City Manager) BEN ROGERS ☐ (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER ACM: **Anthony Fajardo** _____ (Initial/Date)
PER AACM: **Laura Reece** _____ (Initial/Date) **Ben Rogers** _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

Forward 2 originals to ☐ Mayor ☑ CCO **Date:** 7/22/24

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4) Mayor/CRA Chairman: Please sign as indicated.
Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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5) City Clerk: Scan original and forwards 3 originals to: **L. Agathon/CMO/Ext. 5271**

Attach __ certified Reso # _____ ☐YES ☒NO **Original Route form to J. Larregui/CAO**

Rev. 5/14/2024