

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

DAVID CROSS, et al.,	)	
	)	
Plaintiffs,	)	
v.	)	CASE NO.: 15-cv-02364-EAK-JSS
	)	
CITY OF SARASOTA, et al.	)	
	)	
Defendants	)	
_____	)	

**JOINT STIPULATION**

The parties, through their respective counsel, enter into the following stipulation:

1. The Defendant, CITY OF SARASOTA (“CITY”), has entered into a written Memorandum of Understanding with the Salvation Army (“MOU”) dated November 22, 2016.

2. The parties incorporate the MOU into this Joint Stipulation and the CITY agrees that it will abide by its terms unless it is otherwise terminated. A copy of the MOU is attached hereto as Exhibit “A”.

3. In the event that the MOU is cancelled, not renewed, or that Emergency Shelter Beds are filled beyond the beds contracted for under the MOU, the CITY agrees that it will not enforce Sec. 34-41, Sarasota City Code, unless it makes available other arrangements for adequate shelter that are at least commensurate with the terms of the MOU. The parties agree that the words “dormitory shelter” in paragraph 1 of the MOU shall not be construed to allow for sleeping on the floor, unless in case of emergency.

4. The parties further acknowledge and agree that individuals previously trespassed for non-violent and non-aggressive behavior from the Salvation Army will either be allowed to obtain access to the Emergency Shelter Beds at the Salvation Army, offered other arrangements

for adequate shelter elsewhere that are at least commensurate with the terms of the MOU, or Sec. 34-41 will not be enforced.

5. The parties further acknowledge and agree that individuals offered shelter in the Emergency Shelter Beds will have the opportunity to store a reasonable amount of their personal property upon entry to the Salvation Army.

6. The parties further acknowledge and agree that under the MOU, individuals escorted by CITY police officers or caseworkers will be permitted entry into the Salvation Army and use of the Emergency Shelter Beds, for a 24-hour period, available seven days a week, with bed space available at all times except when routine maintenance and cleaning is undertaken during daylight hours only.

7. Plaintiffs agree to enter a voluntary dismissal with prejudice as to Counts I and II.

8. As a result of the Defendant, CITY, amending City Code Sections 23-6, 23-7, and 23-8, Plaintiff, David Cross, agrees to enter a voluntary dismissal with prejudice as to Count III.

9. Defendant, CITY, further agrees to pay \$1,000.00 to each Plaintiff in this case, and \$27,000.00 for attorney's fees and costs, for a total of \$35,000.00 to resolve this lawsuit, inclusive of all claims for damages, attorney's fees and costs.

10. This stipulation is effective only upon entry of an order by the District Court retaining jurisdiction to enforce the terms of the joint stipulation; however, the parties agree to mediation to attempt to resolve any disputes prior to seeking relief from the court.

Respectfully submitted,

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Attorneys for Defendant, City of Sarasota

**AGREEMENT BETWEEN  
THE CITY OF SARASOTA AND THE SALVATION ARMY**

THIS AGREEMENT is made and entered into by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as “CITY,” and The SALVATION ARMY, a Georgia corporation, for The Salvation Army Sarasota, Florida, hereinafter referred to as “SALVATION ARMY,” located at 1400 10<sup>th</sup> Street, Sarasota, Florida, 34236.

W I T N E S S E T H :

WHEREAS, Sarasota City Code Section 34-41 (“Sec. 34-41”), entitled “Lodging Out-of-Doors,” requires law enforcement officers to offer individuals suspected of violating Sec. 34-41 the opportunity to be transported to an available shelter in lieu of being cited for a violation of Sec. 34-41; and,

WHEREAS, it is the policy of the CITY to educate those in violation of Sec. 34-41 about the local social service resources, programs and services available and emergency shelter available, and encourage those individuals to utilize available services and shelter as opposed to being arrested or given a notice to appear in court for a violation of Sec. 34-41; and,

WHEREAS, the City of Sarasota Police Department (“SPD”) law enforcement officers, pursuant to Sec. 34-41 and SPD Standard Operating Procedure 423.00, offer individuals suspected of violating Sec. 34-41 the opportunity to be transported to an available shelter before enforcement of Sec. 34-41 and in lieu of being cited for a violation of Sec. 34-41; and,

WHEREAS, the CITY and the SALVATION ARMY have a longstanding agreement whereby the SALVATION ARMY emergency shelter facility, located at 1400 10<sup>th</sup> Street in Sarasota, Florida, will accept individuals suspected of violating Sec. 34-41 who are escorted by SPD to the shelter facility for emergency shelter as an alternative to violating Sec. 34-41; and,

WHEREAS, the SALVATION ARMY, in its mission, educates and encourages individuals at its shelter and facilities, and throughout the community, to utilize the resources, programs, and services available at its emergency shelter facility and at facilities operated by other social service organizations participating in the local “Continuum of Care”; and,

WHEREAS, the general intake emergency shelter at the SALVATION ARMY facility may reach capacity on any given night;

NOW THEREFORE, the CITY and the SALVATION ARMY agree as follows:

1. Salvation Army Emergency Shelter Beds: This Agreement renews and extends the previous agreement between the parties on the same subject matter which

shall terminate on December 1, 2016. The SALVATION ARMY shall reserve ten (10) beds, at its emergency shelter facility at 1400 10<sup>th</sup> Street in Sarasota, Florida, to be used or occupied by individuals (“SHELTER OCCUPANTS”) escorted to the shelter facility by CITY police officers or caseworkers. (Additional beds shall be reserved and provided in accordance with paragraph 3 below). The SALVATION ARMY shall provide dormitory shelter to said SHELTER OCCUPANTS twenty-four (24) hours a day, seven (7) days a week, with bed space available at all times except when routine maintenance and cleaning is undertaken, which shall be done during daylight hours only. Beds made available to SHELTER OCCUPANTS shall have padding of at least three (3) inches in depth. Beds shall be made available to SHELTER OCCUPANTS at no cost to them. No person shall be involuntarily forced to become a SHELTER OCCUPANT. No person shall be required to accept religious instruction or required to receive counseling or medical treatment as a condition precedent to becoming a SHELTER OCCUPANT or to continuing his or her status as a SHELTER OCCUPANT. The presence of alcoholic beverages or other intoxicants on or in any person desiring shelter, standing alone, shall not disqualify that person from becoming a SHELTER OCCUPANT. No person shall be disqualified as a SHELTER OCCUPANT on account of his or her race, color, ethnicity, religious affiliation or preference, gender, national origin, age, physical or mental disability, economic status or sexual orientation.

2. Requests for Data and Occupancy Status: Upon request of the CITY, the SALVATION ARMY shall, within five (5) business days of the request, produce a report with the daily occupancy data for the dormitory bed space reserved for the CITY pursuant to this agreement. Upon the request of the CITY, at any time of day or night, the SALVATION ARMY shall immediately provide the CITY the current occupancy status of the beds that are reserved for the CITY pursuant to this agreement. Also, upon request of the CITY, the SALVATION ARMY shall, within five (5) business days of the request, produce a report with outcome data related to the transfer or exit of SHELTER OCCUPANTS from the dormitory bed space reserved for the CITY pursuant to this agreement.

3. Payment for use of Shelter Facility: The CITY shall pay Thirty Five Dollars (\$35.00) per bed, per day, to the SALVATION ARMY for the shelter beds for a total of Three Hundred Fifty Dollars (\$350.00) per day to reserve the ten (10) beds. The CITY shall have the option to increase the beds reserved by up to an additional twenty (20), for a total of up to thirty (30), beds at any time during this agreement at the same rate of Thirty Five Dollars (\$35.00) per bed, per day. The SALVATION ARMY shall bill the CITY monthly for the cost of the beds.

4. Relationship of the Parties: The SALVATION ARMY will, pursuant to its own mission, work cooperatively with the CITY and SPD to educate and encourage SHELTER OCCUPANTS to utilize the resources, programs and social services available to them at the SALVATION ARMY and throughout the Continuum of Care and other social service organizations. The SALVATION ARMY will dedicate one (1) SALVATION ARMY case manager, for each ten (10) beds that the CITY reserves, to work with SHELTER OCCUPANTS. However, it is understood that the SALVATION

ARMY is not acting on behalf of the CITY in this regard, but rather is acting independently and pursuant to its own mission. This is an agreement providing for the utilization of the aforementioned emergency shelter bed space to be made available under the provisions herein. This is not an agreement for services, within the scope of Sec. 119.0701, Florida Statutes.

5. Indemnification: Each party agrees to be responsible for its own negligence. Nothing in this Agreement shall be deemed a waiver by the CITY of its sovereign immunity protections, as set forth in Section 768.28, Florida Statutes, or a waiver of any other immunities or protections afforded to the CITY by state or federal law.

6. Term and Termination: This Agreement renews and extends a prior agreement between the parties, scheduled to terminate on December 1, 2016. The term of this renewal agreement is one (1) year, expiring on December 1, 2017. Either party may terminate this agreement by giving the other party not less than ninety (90) days written notice.

7. Multiple Counterparts: This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016 by the City of Sarasota, Florida.

**CITY OF SARASOTA**

By: \_\_\_\_\_  
Willie Charles Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Pamela M. Nadalini, CMC, MBA  
City Auditor and Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Robert M. Fournier, City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016 by the Salvation Army.

**THE SALVATION ARMY, a GEORGIA CORPORATION, FOR THE SALVATION ARMY SARASOTA, FLORIDA**

By: \_\_\_\_\_

Title: \_\_\_\_\_