2L

CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 13 | **Revision Date:** 09/29/2025

SECTION 1 | SUMMARY INFORMATION

Date: 12/22/2025

☑ **Commission Agenda Item** ☐ **Letter to the Commission (LTC)** ☐ **Letter to External Stakeholder(s)** ☐ **Other Document**

Document Title/Purpose: First Call for Help of Broward, Inc - FY 2026 Nonprofit Grant Participation Agreement - $25,000

Commission Meeting Date: 12/2/2025 **CAM #:** 25-0999 **Item #:** CR-3

CAM attached: ☑ Yes ☐ No **Action Summary Attached:** ☑ Yes ☐ No **CIP FUNDED:** ☐ Yes ☑ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least $100,000 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. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: _____ **Router Name:** _____ **Ext:** _____

Department: OMB **Router Name:** Charmaine Crawford **Ext:** 5425

Department Approval (Director/Chief): **Name** Laura A. Reece **Init** LAR **Date:** 12/22/2025

***Return Document To:** Charmaine Crawford **Department:** OMB **Ext:** 5425

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☐ Yes ☐ No

Is the attached Granicus document final? ☐ Yes ☐ No **Number of Originals Attached:** _____

Attorney's Name: Eric Abend **Approved as to Form:** ☐ Yes ☐ No **Initials:** EA

Route to: Finance (if applicable) **Date:** _____ **Route to: CCO Date:** 1/13/26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ **Number of Originals:** 2

Route to CMO Date: 01/13/26 **Route to Mayor Date:** _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: JAN 32 **Date Received:** 1/13/26 **Received From:** CCO

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☒ Y. Matthews ☐ B. Rogers

Approved Init.: YM for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ **Comments:** _____

CMO Executive Assistant Route to: CCO | HR | OMB | **Other:** _____ **Date:** 1/22/26 **Initial:** APD

Form Approved by: Rickelle Williams, City Manager
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

CITY OF FORT LAUDERDALE
FISCAL YEAR 2026 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT

THIS CITY OF FORT LAUDERDALE FISCAL YEAR 2026 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this 18th day of November 2025, is by and between the City of Fort Lauderdale, a Florida municipality, ("City or CITY"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and First Call for Help of Broward, Inc., a Florida not for profit corporation d/b/a 2-1-1 Broward, ("Participant" or "Organization" or "Contractor"), whose principal place of business is 3317 NW 10th Terrace, Suite 403, Fort Lauderdale, Florida, 33309.

WHEREAS, the mission of First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward, is to be "the live, 24-hour comprehensive helpline to provide all people with crisis, health, and human services support and connect them to resources in our community"; and

WHEREAS, First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward, provides approximately 19,500 contacts in Fort Lauderdale, including supportive listening, crisis intervention, and information and referrals that help residents access social program services; and

WHEREAS, the services provided by First Call for Help of Broward, Inc., d/b/a 2-1-1 Broward, address multiple comprehensive needs for people in the Broward County community, and the City's contribution of funds for the programs offered by First Call for Help of Broward, Inc., will serve a legitimate municipal and public purpose;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Participant hereby agree as follows:

I. SCOPE OF SERVICES

The Participant shall use the funds provided by the City pursuant to this Agreement to provide residents with supportive listening, crisis intervention, and information and referrals to help them to access social programs and services.

The funding will be used to answer calls, texts, and/or engagement in live chat sessions and assist approximately 19,500 Fort Lauderdale residents who are in need of critical social services, including emergency financial assistance, food, shelter, housing, childcare, job training placement, relief from abuse, depression, summer and after school programs, healthcare, and mental support. Approximately 2,500 of these contacts are expected to be Fort Lauderdale residents seeking help to stabilize their housing situations and/or to prevent homelessness; record data, and offer a general helpline, 7 days per week, 24 hours per day; update existing and add new agency and program information in the resource database; conduct outreach activities, such as presentations, municipal/community events, and to distribute information to the community at large; prepare City of Fort Lauderdale reports, including resident needs, referrals, unmet needs, demographics, and calls by ZIP code.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be October 1, 2025, through September 30, 2026. The Organization shall have incurred all expenditures of funds that are reimbursable pursuant to this Agreement on or after October 1, 2025, and before September 30, 2026. 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.

III. 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
Office of Management and Budget
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, Florida 33301

This Section shall survive the expiration or early termination of this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City pursuant to this Agreement shall not exceed $25,000, subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. The funds will be distributed quarterly, on a reimbursement basis, following the City's receipt of supporting receipts, invoices, and reports detailing the activities set forth in this Agreement. Within thirty (30) days following the end of each calendar quarter, beginning with the calendar quarter ending December 31, 2025, the Participant shall submit to the City a request for reimbursement on a form prescribed by the City, together with detailed receipts, invoices, and reports describing the services performed in accordance with the terms of this Agreement during the previous calendar quarter. In no event will the Participant be compensated for any services that have not been described in this Agreement or in a separate amendment to this Agreement. This Section shall survive the expiration or early termination of this Agreement.

The Participant shall not use City grant funds for:

- Profit
- Alcoholic beverages
- Staff salaries
- Staff bonuses
- Worker's Compensation Insurance
- Recreational activities
- Receptions
- Fundraising

- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Costs due to negligence
- Debt
- Audit services
- FICA, Retirement, Life, and/or Medical Insurance
- Travel
- Gift certificates or monetary awards
- Administration
- Cellular telephones or services
- Cable or satellite television
- Unemployment compensation
- Taxes
- Food and drink
- Any activity that would violate any applicable law, ordinance, or regulation
- Luxury items as determined by the City in the City's sole discretion

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
Rickelle Williams
City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

Participant
Sheila J. Smith
President/CEO
First Call for Help of Broward, Inc.
3317 NW 10th Terrace, Suite 403
Fort Lauderdale, Florida 33309

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, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, 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 (2025), 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 the 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, (2025), 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 participating in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the Contractor is found to have submitted a false

certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the Contractor may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

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 the Participant's 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 from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not 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 exposure, 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 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 is 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 additional insureds 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 or the CITY's officers, employees, and volunteers.

Insurance Certificate Requirements

a. The Participant shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) 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. In the event that 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 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 Commercial General Liability policy.

g. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

The Participant has the sole responsibility for the payment of 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 applied to the City and the City's officers, employees, and volunteers. Any insurance or self- insurance maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Participant that excludes coverage for work contemplated in this Agreement shall be 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, the 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 the 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 harmless City, and City's officers, employees, and agents 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 (2025), 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 (2025), 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(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), 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(5)(c)1. or 2., Florida Statutes (2025), 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(5)(c), Florida Statutes (2025), 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)(e), Florida Statutes (2025), 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)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), 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 or by the City's designee 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.

U. Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

V. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Participant shall provide the City with an affidavit signed by an officer or a representative of the Participant under penalty of perjury attesting that the Participant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

W. Public Entity Crime

Contractor represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes (2025), as may be amended or revised, which provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact any business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

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

ATTEST:

David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE ESTABLISHED MARCH 27, 1911 SEAL BROWARD COUNTY, FLORIDA

City of Fort Lauderdale

By: _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams, City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

Signature

Brooke Hoffmen

Print Name

Signature

Rafael Vazquez

Print Name

First Call for Help of Broward, Inc.

By: _____
Sheila J. Smith, President/CEO

(CORPORATE SEAL)

First Call for Help of Broward, Inc. SEAL 1995 NON-PROFIT FLORIDA

ATTEST:

Veronica Jimenez, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of December, 2025, by Sheila J. Smith as President/CEO for First Call for Help of Broward, Inc., a Florida not for profit corporation d/b/a 2-1-1 Broward.

(SEAL)

LOUISA A. MORRIS
MY COMMISSION # HH 283944
EXPIRES: September 24, 2026

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

Louisa A. Morris

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

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