

**FIRST AMENDMENT TO CITY OF FORT LAUDERDALE FY 2022 NOT FOR PROFIT SERVICE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND TASKFORCE FORE ENDING HOMELESSNESS, INC.**

THIS FIRST AMENDMENT TO CITY OF FORT LAUDERDALE FY 2022 NOT FOR PROFIT SERVICE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND TASKFORCE FORE ENDING HOMELESSNESS, INC., ("First Amendment"), dated and effective this 7th day of November, 2023, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3<sup>RD</sup> Avenue, Fort Lauderdale, FL 33301, and Taskforce Fore Ending Homelessness, Inc., a Florida not for profit corporation, ("Taskforce" or "Participant" or "Organization" or "Contractor"), whose principal address is 3521 W. Broward Blvd., Suite 205, Lauderhill, Florida, 33312.

WHEREAS, the City and the Contractor entered into a City of Fort Lauderdale FY 2022 Not For Profit Service Agreement dated December 6, 2022, ("Agreement"), whereby the Participant would use funds provided by the City pursuant to the Agreement to address homelessness through initiatives designed to benefit the homeless population within the corporate limits of the City of Fort Lauderdale, Florida; and

WHEREAS, the City and the Participant wish to expand the services that the Participant provides to the City to benefit the City's homeless population;

NOW, THEREFORE, the City and the Contractor hereby agree as follows:

1. The first sentence of Subsection I.A. of the Agreement is amended to provide as follows: "The Participant shall employ four Housing Navigators and one Housing Locator (collectively, 'Housing Navigation Team')."

2. The first paragraph of Section II of the Agreement is amended to provide as follows:

The term of this Agreement shall be December 22, 2022, through September 30, 2024. The Organization shall incur all expenditures of funds that are reimbursable pursuant to this Agreement on or before September 30, 2024. 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.

3. Subsection III.A. of the Agreement is amended to provide as follows:

The total amount to be paid by the City pursuant to this Agreement shall not exceed \$472,890. Funds will be distributed on a bimonthly reimbursement basis. The Participant will invoice the City on or before March 3, 2023, for the number of units of service provided during the period December 22, 2022, through February 21, 2023. The Participant will invoice the City on or before May 3, 2023, for the number of units of service provided during the period February 22, 2023, through April 21, 2023. The Participant will invoice the City on or before July 3, 2023, for the number of units of service provided during the period April 22, 2023, through June 21, 2023. The Participant will invoice the City on or before September 4, 2023, for the number of units

of service provided during the period June 22, 2023, through August 21, 2023. The Participant will invoice the City on or before November 3, 2023, for the number of units of service provided during the period August 22, 2023, through October 21, 2023. The Participant will invoice the City on or before January 3, 2024, for the number of units of service provided during the period October 22, 2023, through December 21, 2023. The Participant will invoice the City on or before March 3, 2024, for the number of units of service provided during the period December 22, 2023, through February 21, 2024. The Participant will invoice the City on or before May 3, 2024, for the number of units of service provided during the period February 22, 2024, through April 21, 2024. The Participant will invoice the City on or before July 3, 2024, for the number of units of service provided during the period April 22, 2024, through June 21, 2024. The Participant will invoice the City on or before September 3, 2024, for the number of units of service provided during the period June 22, 2024, through August 21, 2024. The Participant will invoice the City on or before November 3, 2024, for the number of units of service provided during the period August 22, 2024, through September 30, 2024. The City's payment obligation for any units of service completed after September 30, 2024, is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. A unit of service ("Unit") is complete when the Participant contacts a client at assessment locations or during street outreach, Client-level data is entered into or updated in the Homeless Management Information System (HMIS), and (1) Client assessment and screening is completed and/or (2) The client is appropriately referred to housing/shelter, primary health care, behavioral health services, legal services, family reunification and/or other appropriate services provided within the Continuum of Care. Each Unit will be billed at the rate of \$131.35 per Unit for a total not to exceed \$472,890. This subsection shall survive expiration or early termination of this Agreement. The City's City Manager ("City Manager") may, in the City Manager's sole discretion, extend the time for the Participant's submission of invoices.

4. Exhibit A to this First Amendment replaces Exhibit A to the Agreement, and is hereby incorporated into the Agreement.

5. Section VI.D. of the Agreement is amended to provide as follows:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto: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.
6. Section VI.L. of the Agreement is amended to provide as follows:

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(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection

448.095(5), Florida Statutes (2023), 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 (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(5)(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)(e), 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)(e), 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.

7. All other provisions of the Agreement shall remain unchanged and in full force and effect.

8. In the event any term, clause, or provision of this First Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, then the provisions of this First Amendment not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment as follows:

ATTEST:

City of Fort Lauderdale

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

Dean J. Trantalis, Mayor

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

Greg Chavarria, City Manager

Approved as to form and correctness:

\_\_\_\_\_  
Assistant City Attorney

WITNESSES:

Taskforce Fore Ending Homelessness, Inc.

\_\_\_\_\_

\_\_\_\_\_  
Mikal Cartier, CEO

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Sarah Curtis  
Treasurer, Secretary

STATE OF FLORIDA:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by Mikal Cartier as CEO for Taskforce Fore Ending Homelessness, Inc., a Florida not for profit corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

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

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## EXHIBIT A

### Staff Qualifications

Position/Job Title	No. of Full-time Positions	Minimum Degree	Duties	% of time devoted to the program
Housing Navigators	4	High School Diploma, GED, or Five years' experience in the homeless field	Assess, determine, refer/link clients with appropriate shelter placements and/or services related to locating and obtaining housing. Seek out and meet homeless clients living on the street to establish a rapport and promote access to shelter/housing. Document all client transactions in a database. Provide transportation to clients.	100%
Housing Locator	1	High School Diploma, GED, or Five years' experience in the homeless field	Engage, locate and coordinate with landlords, Housing Navigators, and Continuum of Care Coordinated Entry staff, to house homeless people. Create a database of housing resources.	100%