AGREEMENT BETWEEN
CITY OF FORT LAUDERDALE AND HOPE SOUTH FLORIDA, INC.

This Agreement ("Agreement") is made and entered into by and between City of Fort Lauderdale, a Florida municipal corporation ("City"), and Hope South Florida, Inc., an active non-profit Florida corporation ("HSF"). City and HSF are collectively referred to as the "Parties".

WHEREAS, the City received a grant in the amount of $500,000 from the State of Florida, Department of Economic Activity, to provide short - or medium – term rapid re-housing assistance to homeless citizens as evidenced by that Grant Agreement dated August 29, 2016, as amended (the "Grant Agreement"); and

WHEREAS, on November 18, 2016 the City issued a Request For Proposal (375-11843) for rapid rehousing. The City closed the solicitation on December 27, 2016 and HSF submitted a proposal to provide Rapid Rehousing Services; and

WHEREAS, on February 7, 2017 the City Commission authorized by motion the proper City officials to execute a Participation Agreement with HSF in the amount of $159,860 (CAM 17-0111); and

WHEREAS, HSF is a non-profit organization that has provided shelter, housing assistance and support services to thousands of homeless families and individuals; and

WHEREAS, HSF is qualified and capable of providing case management and rapid rehousing for the homeless and funding under this Agreement will enable HSF to provide services that would not be otherwise funded by another public funding source; and

WHEREAS, funding given to HSF has been found and declared to be for a public purpose by the City Commissioners of Fort Lauderdale;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 Agreement – The Agreement includes Articles 1 through 15 inclusive, the "Whereas" clauses recited above, and all exhibits, addenda, and attachments that are expressly incorporated herein by reference.

1.2 City – The City Commissioners of the City of Fort Lauderdale, Florida.

1.3 Clients – Individuals served under this Agreement as described in Exhibit D, "Scope of Services".

1.4 Contract Administrator – Is the City Manager, or his designee.

1.5 Contract Manager – Is the City Manager, or his designee.

1.6 City Attorney – The chief legal counsel for City appointed by the City.

1.7 Initial Term – The initial contracted period as specified in Exhibit A, "Agreement Specifications".

1.8 Program – The services described in Exhibit D of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

2.1 Term: The term of this Agreement shall begin and end on the dates ("Agreement Term") specified in Exhibit A, "Agreement Specifications".

2.2 Continuity of Services: The Contract Administrator, in his or her sole discretion, shall determine whether the contingencies listed above have been fulfilled prior to the Contract Administrator exercising City's option to renew or extend this Agreement for any subsequent renewal or extension period.

2.3 This Agreement may be terminated in accordance with the provisions contained in the "TERMINATION" section herein.

ARTICLE 3. SCOPE OF SERVICES

3.1 HSF shall provide the services set forth in each Exhibit D, "Scope of Services". The Scope of Services is a description of HSF's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by HSF impractical, illogical, or unconscionable.

3.2 If applicable, HSF shall notify City in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D no less than thirty (30) calendar days prior to such change in accordance with the "NOTICES" section of this Agreement. No such opening, closing, or relocation shall occur without City's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT

4.1 Maximum Funding: City will pay HSF an amount not to exceed the amount specified in Exhibit A, "Agreement Specifications", for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by HSF as full compensation for all such work. HSF acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate HSF for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon HSF's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to HSF to reimburse its expenses, unless otherwise provided herein. Funding under this Agreement is subject to appropriation and receipt of funding from the State of Florida under the Grant Agreement which is incorporated herein by reference. HSF agrees to comply with the terms, conditions, limitations and obligations, including, without limitation, audit, reporting and records retention requirements under the Grant Agreement as if it were a party under the Grant Agreement and agrees to be bound by the terms thereof. A default by HSF under the Grant Agreement shall be deemed a default under this Agreement.

City funding under this Agreement relates exclusively to the Term and City is not obligated to fund HSF beyond the Term.

4.2 Reduction of Funds: In the event of HSF's underutilization of funds, the Contract Administrator has the authority, at any time, to reduce the maximum funding allocated under this Agreement. Such adjustments shall be made via a Work Authorization (s), which shall be signed by the Contract Administrator. The Work Authorization(s) shall include corresponding revisions to the maximum units of service and minimum number of clients served.

4.3 Method of Payment: City will pay HSF for services actually delivered, invoiced and documented as specified in Exhibit D, "Scope of Services". Funds shall be released on a monthly reimbursement or expensed incurred basis.

4.3.1 Client Co-payment for Services: In the event Client co-payments are required as indicated in Exhibit A, HSF shall assess income and implement co-payments pursuant to the requirements of the Grant Agreement.

4.3.2 Invoice Requirements and Due Dates:

4.3.2.1 An original invoice in a form approved by the Contract Manager plus one (1) complete copy with supporting documentation are due to the City by no later than the tenth (10^{th}) of each month. Payment shall be issued by the City within fifteen (15) business days of receipt and approval of a proper invoice from HSF. In the event the due date falls on a weekend or City holiday, the invoice, supporting documentation, and complete copy are due on the next business day.

a) Acceptable supporting documentation as described in this section shall be in the form of a report provided as agreed to in writing by the Contract Administrator. All reported services must correspond to the services on invoices submitted for billing purposes.

b) HSF shall reimburse City, as described in Section 4.3.3.2, for services that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

4.3.2.2 Corrected Invoices:

a) In the event that HSF determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, HSF shall include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one time for any month in which services were rendered and must be received by City no later than ninety (90) days following the date the invoice being corrected was originally due to City, or forty-five (45) days after the end of the Agreement term, whichever is earlier. HSF must resubmit the original supporting documentation and submit the revised supporting documentation, for each Month in the period of previous incorrect billing, unless the Contract Administrator has, in writing, provided alternate documentation requirements. The invoice, which includes the corrections, must be accompanied by a cover letter signed by HSF's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions HSF is taking to prevent recurrence of the error{s).

b) In the event that City determines that HSF has previously incorrectly billed and been reimbursed for a period within the current contract year, HSF shall include the corrections on the next regular monthly invoice. If the date

of reimbursement is outside of the contract term in which the overpayment occurred HSF shall issue a check to City as repayment.

4.3.2.3 To be deemed proper as defined by the Florida Prompt Payment Act, invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as agreed to in writing by Contract Administrator. City will pay HSF within thirty (30) calendar days of receipt of HSF's property submitted invoice in accordance with the provisions of Florida's Prompt Payment Act. Further, City may deduct from any outstanding invoice any monies due from HSF because of a situation where City identifies money due from HSF to City pursuant to this Agreement.

4.3.2.4 Invoices and/or documentation returned to HSF for corrections shall not be considered as submitted and shall be cause for delay in issuance of payment by City without the accrual of interest on any payments owed by City to HSF. HSF shall sign and date any revised invoice(s). Submission of accurate, timely documentation and other requested information as required by City shall be considered a factor in evaluating future funding requests.

4.3.2.5 The certification statement on the monthly invoice submitted by HSF shall be signed by an authorized person as referenced in Exhibit B-1, "Authorized Invoice Signators". Should it become necessary for HSF to replace signators, a notarized copy of the authorizing resolution as passed by HSF's Board of Directors or Trustees, authorizing legislation, or equivalent shall be submitted to the Contract Administrator, along with replacement Exhibit B-1 and/or Exhibit B-2, within ten {10) days following replacement of the signators.

4.3.3 If HSF has been authorized in accordance with the "SUBCONTRACTING" article of this Agreement to use subcontractors, or if HSF uses any suppliers of materials for the provision of the required services herein, HSF shall submit with each invoice a "Certification of Payments to Subcontractors and Suppliers" in the form attached hereto as Exhibit C. In instances wherein payment has not been made to the approved subcontractor(s) or the supplier(s), the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.4 SUSPENSION OF PAYMENT: City, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to HSF if HSF does not comply with material terms of this Agreement, including, but not limited to, submission of correctly completed reports and corrective or remedial action plans, subject to City's acceptance and approval of

said reports and plans. Express identification of certain terms herein as material shall not be construed to mean that other terms herein are not material. Suspension of payment by City may last through the duration of noncompliance by HSF as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by the City.

4.5 PAYER OF LAST RESORT: HSF represents to City that no other reimbursement or payment is available or will be received by HSF for any services invoiced to City, and City has relied upon that representation. HSF shall assure that funding under this Agreement will not supplant any existing programs and resources and is used as funding of last resort.

4.6 EQUIPMENT PURCHASES: All equipment purchased pursuant to this Agreement shall be reported to City on the invoice, with documentation attached to the invoice (or as otherwise approved in advance and in writing by the Contract Administrator), listing in detail the kind and type, serial number, cost, and any other data the Contract Administrator or Contract Manager so designates. No equipment shall be disposed of without the Contract Administrator prior written approval. In the event of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, insolvency of HSF, or the expiration or earlier termination of this Agreement, with or without cause, the title and ownership of all existing property acquired with funds from this Agreement shall immediately and automatically be vested in City in the name of "City of Fort Lauderdale" as Grantor. Any existing property vesting in City shall be delivered to the Contract Administrator by HSF at the place designated in a written request by the Contract Administrator within ten (10) calendar days from the written request. It is HSF's sole responsibility to immediately notify the Contract Administrator in writing of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, or the insolvency of HSF.

4.7 All payments shall be made solely in the name of HSF as the official payee. The name, address, and telephone number of the official payee to whom payment shall be made for HSF is specified in Exhibit A, "Agreement Specifications." HSF may change any of the information provided under this section by providing written notice of such change to the Contract Administrator using the notice procedure under the "NOTICES" section of this Agreement. It is HSF's sole responsibility to advise the Contract Administrator in writing of changes in name, address, telephone number, or administrative locations within ten (10) calendar days of such change.

4.8 As a condition of funding under this Agreement, HSF acknowledges City's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If HSF exhausts City's funds under this Agreement prior to the end of any term of this Agreement, HSF is obligated to provide the same level of service(s) to Client(s) as prescribed in Exhibit D until the end of the term without additional City funds.

ARTICLE 5.
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ARTICLE 6.
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ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved Party identifying the breach. Termination for cause by City shall be by action of the City with written notice provided to HSF by the Contract Administrator which termination date shall be the date stated in the written notice but not less than thirty (30) days after the date of such written notice. Termination for cause by HSF shall be effective not less than thirty (30) days after notice of termination is received by City. This Agreement may also be terminated for convenience by the City. The Contract Administrator may also terminate this Agreement for convenience when HSF closes its business operations or otherwise ceases to exist and the Contract Administrator determine that immediate action is required by City. Termination for convenience by the City or the Contract Administrator shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that terminations necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, HSF's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement . The Agreement may also be terminated for cause if HSF is placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list created pursuant to Section 215.473, Florida Statutes, or if HSF provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of

this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice through the Contract Administrator that shall be promptly confirmed in writing by the Contract Administrator in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by City, HSF shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. HSF acknowledges that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by HSF, as specific consideration to HSF, for City's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason or upon its expiration, whichever is earlier, any amounts due HSF may be withheld by City until all documents are provided to City, if requested by the Contract Administrator, pursuant to the "RIGHTS IN DOCUMENTS AND WORK" provision of this Agreement.

7.6 This Agreement may also be terminated in accordance with the "EEO AND CBE COMPLIANCE" section of this Agreement using the "NOTICES" procedures herein.

7.7 Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason whatsoever, HSF shall cooperate fully with City, and any third party designated by City, to develop a Transition Plan to provide for the transition of the services provided hereunder. The Transition Plan shall at a minimum, provide for the orderly and reasonable transfer of services in a manner which causes minimal disruption to the continuity of services.

ARTICLE 8. SUBCONTRACTING

8.1 HSF engages in subcontracting if HSF engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than HSF's own employees, officers, and volunteers, will be deemed subcontracted.

8.2 HSF may not subcontract services as defined in Section 8.1 or enter into an Employee Leasing agreement without the prior written approval of the Contract Administrator or as authorized in Exhibit D.

8.3 The Contract Administrator's written approval referenced in this Article shall be limited

to HSF's approval to enter a sub-contractual relationship with a third party and shall not be deemed an approval of any subcontracting document(s) between HSF and it subcontractor(s).

8.4 Services provided by HSF's subcontractors shall be subject to supervision by HSF or subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under this Agreement shall be the responsibility of HSF or its subcontractor.

8.5 The delivery of services through subcontractors shall not in any way relieve HSF of full responsibility for all requirements, provisions, and terms of this Agreement.

8.6 HSF shall, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. HSF shall likewise require its subcontractors to agree to the requirements and obligations of this article.

8.7 HSF shall pay its subcontractors, and any suppliers of materials for the provision of the services required pursuant to this Agreement, prior to submitting an invoice requesting payment from City for such subcontracted work or supplies unless HSF documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits such exhibit to City, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
HSF acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that City may, at its option and in accordance with Article 4 of this Agreement, suspend payments until HSF demonstrates timely payment of sums due to such subcontractors or suppliers. HSF acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude City's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when HSF demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; however, City shall not pay HSF for any amounts that have not yet been paid by HSF to its subcontractors or suppliers.

8.8 HSF shall reimburse City for all funds not used in compliance with this Agreement by HSF and its subcontractors.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1 HSF shall provide to the City annual financial statements prepared by an independent

certified public accountant in accordance with generally accepted accounting principles for the fiscal year City funds are received and for each subsequent fiscal year until such time as all of the City funds are expended and any management letter(s) thereby generated.

Said annual financial statement shall account for all monies received from City via explicit, discrete disclosures and/or accompanying notes to the financial statements.

Said financial statements for this Agreement shall be submitted to the City within one hundred twenty (120) days after the close of each of HSF's fiscal years in which HSF accounts for funds under this Agreement.

Late submission of the financial statements or absence of discrete disclosure shall entitle City to recover any payment made under this Agreement.

HSF acknowledges submission of audited financial statements to any other City, agency, or division does not constitute compliance with the requirement to submit that material to the City under this Agreement.

9.2 HSF shall provide the City any and all management letters arising from audited financial statements within one hundred twenty (120) days after the end of HSF's fiscal year.

HSF shall provide to the City the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

HSF shall provide to the City any compliance audits required by law within ninety (90) days after the close of each of HSF's fiscal years in which HSF accounts for funds under this Agreement.

ARTICLE 10. EEO AND CBE COMPLIANCE

10.1 No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. HSF shall comply with all applicable requirements of the City in the award and administration of this Agreement. Failure by HSF to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the City Code of Ordinances, or under applicable law, with all of such remedies being cumulative.

HSF shall not unlawfully discriminate against any person in its operations and activities or in its

use or expenditure of funds in fulfilling its obligations under this Agreement. HSF shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, HSF shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, HSF represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from HSF all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 11. INDEMNIFICATION

11.1 HSF shall at all times hereafter indemnify, hold harmless and defend City and all of City's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of HSF, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement or the Grant Agreement. In the event any Claim is brought against an Indemnified Party, HSF shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due HSF under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1 City's representative is the Contract Administrator for this Agreement. The title of HSF's representative responsible for the administration of the program under this Agreement is specified in Exhibit A, "Agreement Specifications."

12.2 The empowered signators of invoices under this Agreement for HSF are those individuals referenced in Exhibit B-1,"Authorized Invoice Signators." Changes in the empowered signators on Exhibit B-1 shall be communicated to City as directed in the "NOTICES" section of this Agreement.

12.3 The empowered signator of this Agreement for HSF is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator on Exhibit B-2 shall be communicated to City as directed in Article 4 and in the "NOTICES" section of this Agreement.

ARTICLE 13. INSURANCE

HSF shall maintain insurance coverage as specified in Exhibit A, "Agreement Specifications."

ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS

14.1 HSF represents and certifies to City that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be extended, the following representations are and shall remain true and correct. In the event that any of the following representations becomes untrue at any time, HSF shall immediately provide written notice to the Contract Administrator:

A. There have been no irregularities involving its management or employees that could have a material effect on HSF's operations or financial stability.

B. HSF has committed no violations or possible violations of laws or regulations, the effects of which should be considered by City prior to entering into this Agreement.

C. All material information pertaining to the financial position of HSF has been disclosed in its records and provided to City.

D. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of HSF have been properly recorded in its records and disclosed to City.

E. HSF maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where HSF is operating a facility or providing a service where any type of licensure is required, including, but not limited to, federal, state, City, or other local law.

F. When applicable, HSF will ensure compliance with the provision(s) of Florida

Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. HSF shall maintain these screening requirements and records of same for volunteers and employees based on the population served.

G. E-VERIFY: As applicable, if HSF is a recipient, directly or indirectly, of State of Florida funds under this Agreement, HSF shall enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

1. Verifying the employment eligibility of all persons employed during the Agreement Term by HSF to perform the work under this Agreement.

2. Enrolling in the E-Verify Program within thirty (30) days of the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making such record available to City within seven (7) days of request from City.

3. Requiring all persons, including subcontractors, assigned by HSF to perform work under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between HSF and the subcontractor, whichever is later. HSF shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to City within seven (7) calendar days from City's request.

4. .Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

5. Initiating E-Verify verification procedures for new employees within three (3) business days after the actual work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration ("SSA").

6. Maintaining records of its participation and compliance with the provisions of the E- Verify Program and making such records available to City within seven (7) days of City's request.

H. All representations and information provided by HSF to City in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.

14.2 HSF acknowledges that:

A. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1,shall accompany this Agreement upon execution of this Agreement by HSF.

B. Information, guidance, and technical assistance offered by the Contract Administrator, or any other City staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by City and should not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.

C. City has relied on all representations and information provided to City by HSF in the course of HSF competing for and developing this Agreement.

ARTICLE 15. MISCELLANEOUS

15.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and other data and documents, with the exception of Client records, provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, HSF grants to City a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement pursuant to the terms of Article 7, any reports, photographs, surveys, and other data and documents other than Client records prepared by HSF, whether finished or unfinished, shall become the property of City and shall be delivered by HSF to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to HSF shall be withheld until all documents are received as provided herein. HSF shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

After the five (5) year retention period or any longer retention period as stated in Section 15.3 below, HSF shall notify the Contract Administrator that the retention period has expired and shall provide at least ten (10) calendar days for City to obtain the records if City desires to retain the records for a longer period of time; such notice shall be made in writing pursuant to the "NOTICES" section of this Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

15.2 PUBLIC RECORDS. City is a public agency subject to Chapter 119, Florida Statutes. To the extent HSF is a contractor acting on behalf of City pursuant to Section 119.0701, Florida Statutes, HSF shall:

15.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City as if the City were performing the services under this Agreement; and

15.2.2 Provide the public with access to such public records on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

15.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

15.2.4 Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of HSF upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

The failure of HSF to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and City shall enforce the default in accordance with the provisions set forth in Section 7.1. HSF shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

15.2.5 If HSF or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to HSF or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

15.3 AUDIT RIGHTS AND RETENTION OF RECORDS. City shall have the right to audit the books, records, and accounts of HSF and its subcontractors that are related to this Agreement. Such rights include examination of books, records, and accounts supporting the cost per unit of service, as well as any such records of funds received from other sources for the same or similar services as performed under this Agreement. HSF and its subcontractors shall keep

such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. HSF acknowledges that in the event City determines that funds are due back to City, the Contract Administrator may in his or her sole and absolute discretion require HSF to pay up to one percent (1%) interest annually on those funds, which interest shall be calculated from the date City incorrectly paid HSF.

HSF and its subcontractors shall preserve and make available for examination and audit by City all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after the termination or expiration of this Agreement, or for a longer period of time if required by the retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the required five (5) year period, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to HSF's and its subcontractors' records, HSF and its subcontractors shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by HSF or its subcontractors. HSF shall, by written contract, require its subcontractor(s),if any, to agree to the requirements and obligations of this Article.

If subcontracting is permitted by City, HSF shall ensure that the requirements of this Article are included in all agreements with its subcontractor(s).

15.4 TRUTH-IN-NEGOTIATION CERTIFICATE. HSF's compensation under this Agreement is based upon representations supplied to City by HSF, and HSF certifies that the information supplied in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

15.5 INDEPENDENT CONTRACTOR. HSF is an independent contractor under this Agreement. Services provided by HSF pursuant to this Agreement shall be subject to the supervision of HSF. In providing such services, neither HSF nor its agents shall act as officers, employees, or agents of City. HSF shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

15.6 PUBLIC ENTITY CRIME ACT. HSF represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, HSF further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether HSF has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, City shall have the right to immediately terminate this Agreement and recover all sums paid to HSF under this Agreement .

15.7 LAW JURISDICTION, VENUE WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward City, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, HSF AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

15.8 AMENDMENTS. Except as otherwise authorized herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by City and HSF or others delegated authority to or otherwise authorized to execute same on their behalf.

15.9 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is therefore a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.10 COMPLIANCE WITH LAWS. HSF shall comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.11 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.12 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

15.13 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, HSF shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit D, "Scope of Services." Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by HSF of this Agreement or any right or interest herein without City's written consent.

HSF represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

HSF shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of HSF's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

15.14 CONFLICTS. Neither HSF nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with HSF's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of HSF's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or HSF is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude HSF or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event HSF is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, HSF shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as HSF.

15.15 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15.16 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referenced herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1through 15 shall prevail and be given effect.

15.17 THIRD PARTY BENEFICIARIES. Neither HSF nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.18 NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section. The Parties designated persons and respective places for giving of notice are set forth in Exhibit A, "Agreement Specifications."

15.19 DRUG-FREE WORKPLACE. It is a requirement of City that it enter into contracts only with firms that certify the establishment of a drug-free workplace. Execution of this Agreement by HSF shall serve as HSF's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and that it will maintain such

drug-free workplace program for the full term of this Agreement. HSF shall submit one (1) copy of its Drug-Free Workplace Policy to the Contract Administrator prior to or with the signed Agreement.

15.20 CERTIFICATION RELATING TO FEDERAL LOBBYING. No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned HSF, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between City and HSF, the undersigned HSF shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

15.21 CERTIFICATION RELATING TO NO SMOKING AND CHILDREN'S SERVICES. The Pro-Children Act of 1994,20 U.S.C.§ 6081 et seq. ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood services, education or library services to children under the age of eighteen {18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. Such Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Such Act does not apply to children's services provided in private residence, portion of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where Women, Infants and Children ("WIC") coupons are redeemed. Failure of HSF to comply with the provisions of the Act may result in the imposition of a civil monetary penalty (in the amount provided by the Act) for each violation and imposition of an administrative compliance order pursuant to such Act on the responsible entity, such as HSF. By signing this Agreement, the undersigned HSF certifies that HSF will comply with the requirement of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

15.22 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include

the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

The Parties understand and accept the need for consistent interpretation of provider-related agreements funded by City. If the Contract Administrator identifies a programmatic contractual issue that requires interpretation, the Contract Administrator will issue such interpretations, in writing, to all program providers. If HSF identifies a programmatic contract provision that requires interpretation in order for HSF to understand its obligations, HSF will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will provide a written response to HSF within a reasonable time after any request by HSF for an interpretation. The Contract Administrator's programmatic interpretations shall be deemed conclusive and final.

15.23 PUBLICITY. HSF acknowledges that all advertisements, press releases, or other type of publicity activities undertaken by HSF concerning the services funded by this Agreement shall include the following statement:

"The services provided by HSF is a collaborative effort between City and HSF with funding provided by the City of Fort Lauderdale, Florida under an Agreement."

15.24 DISCHARGE PLANNING. If HSF is a hospital district, mental health service provider, or law enforcement agency, or in the event HSF provides services such as hospital, jail, or mental health treatment beds, then HSF shall participate with City in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs.

15.25 RENEGOTIATION. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.

15.26 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through D, as well as the Grant Agreement with the State of Florida and other documents referenced herein are incorporated and made a part of this Agreement.

HSF shall abide by all of the covenants and representations contained in the Request for Proposals, Request for Letters of Interest, or Request for Applications (collectively, "Request") submitted by HSF upon which City relied and upon which this Agreement is based, and HSF acknowledges that such covenants and representations in the Request shall form, become a part of, and be incorporated by reference into this Agreement. If the Request or any portion thereof conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

15.27 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

15.28 PAYABLE I NTEREST.

15.28.1 Payment of Interest. City shall not be liable to pay any interest to HSF for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof HSF waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

15.28.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

15.29 HIPAA COMPLIANCE. It is expressly understood by the Parties that City personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §160, 162 and 164 and related regulations. In the event HSF is considered by City to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), HSF shall fully protect individually identifiable health information as required by HIPAA and, if requested by City, shall execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, HSF shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of HSF's and City's uses of Clients' PHI. The requirement

to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. City hereby authorizes the City Administrator to sign Business Associate Agreements on its behalf. HSF shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

15.30 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15.31 CONTINGENCY FEE. HSF represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for HSF, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If City learns that this representation is false, City shall have the right to terminate this Agreement without any further liability to HSF. Alternatively, if such representation is false, City, at its sole discretion, may deduct from the compensation due HSF under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.32 USE OF CITY LOGO. HSF shall not use City's name, logo, or otherwise refer to this Agreement in any marketing publicity materials without the prior written consent of City.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Anna Rizzuti-Smith
Print Name

K. Skoundrdakis
Katerina Skoundrdakis
Print Name

(SEAL)

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

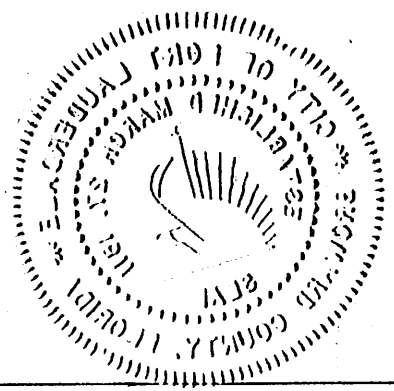
By _____
LEE R. FELDMAN, City Manager

ATTEST:

~~JEFFREY A. MODARELLI~~, City Clerk
DAVID R. Solomon, Asst.

Approved as to form:
CYNTHIA A. EVERETT, City Attorney

LYNN SOLOMON, Assistant City Attorney



STATE OF FLORIDA:
CITY OF BROWARD:

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by **LEE R. FELDMAN**, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020

Signature: Notary Public, State of Florida

KERRY ARTHURS

Name of Notary Typed, Printed or Stamped

☒ Personally Known

AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND RAPID REHOUSING FOR THE HOMELESS.

WITNESS

DONNA ENGLISH
Print Name

HOPE SOUTH FLORIDA, INC.

By _____
Print Name: Dr. Ted Greer, Jr.
Title: Chief Executive Officer

Claudia Rojas

CLAUDIA ROJAS
Print Name

ATTEST

Kim Saswick
Secretary
KIM SASWICK

(CORPORATE SEAL)

STATE OF FLORIDA:
CITY OF BROWARD:

The foregoing instrument was acknowledged before me this 2ND day of MAY, 2017, by DR. Ted Greer, JR., as CEO of HSF. He/She is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

Leslie Bailey
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

LESLIE BAILEY
MY COMMISSION # FF981279
EXPIRES April 12, 2020
(407) 398-0153 FloridaNotaryService.com

Leslie Bailey
Name of Notary Typed, Printed or Stamped

My Commission Expires: April 12, 2020

FF981279
Commission Number

LESLIE BAILEY
MY COMMISSION # FF968279
EXPIRES April 12, 2020

EXHIBIT A- AGREEMENT SPECIFICATIONS

Agreement

I. Beginning and Ending Dates:

A. Initial Term: Commencing on February 7, 2017 and ending on June 30, 2017

II. Maximum Funding Amounts: $159,860.00

III. HSF's Representative: Chief Executive Officer

IV. Official Payee:

Hope South Florida, Inc.
Chief Executive Officer
5110 N. Federal Highway, Suite 102
Fort Lauderdale, FL 33308
Email: admin@hopesouthflorida.org

V. Official Notification Designations:

A. For City:

City Manager
100 South Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301

B. For HSF:

Chief Executive Officer
Hope South Florida, Inc.
5110 N. Federal Highway, Suite 102
Ft. Lauderdale, FL 33302
Email: admin@hopesouthflorida.org

VI. Client Co-pay: [ ] Required [xx] Not required

VII. Match: [ ] Required* [xx] Not required

Exhibit B-1 - AUTHORIZED INVOICE SIGNATORS

The following individuals are authorized to sign monthly invoices and certification statements on behalf of Hope South Florida, Inc., hereinafter known as "Second Party," as required by this Agreement between County and Second Party:

_____ and
(Dr. Ted Greer, Jr., CEO)

_____
(Name and Title Typewritten)

This authorization is conferred upon the individual listed above pursuant to a Resolution of the Board of Directors of Hope South Florida, dated May 5, 2016 (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such as Board of Directors ' meeting minutes, the authorizing statute, etc.):

Resolution of the Board of Directors of HOPE South Florida.

Appearing below are samples of the authorized signatures:

WITNESSES:

_____

DONNA ENGLISH
Print Name

HOPE South Florida

By: _____
Dr. Ted Greer, Jr., Chief Executive Officer

DATE: 5/2/17

HOPE
South Florida

A RESOLUTION OF THE HOPE SOUTH FLORIDA BOARD OF DIRECTORS GENERALLY AUTHORIZING ITS CEO (CHIEF EXECUTIVE OFFICER) TO ENTER INTO ANY CONTRACT OR EXECUTE ANY INSTRUMENT IN THE NAME OF AND ON BEHALF OF HOPE SOUTH FLORIDA

WHEREAS, Article 8.1 of the By-Laws of Hope South Florida, Inc. (HSF) states, "Contracts. The Board may authorize any officer or agent of HSF in addition to the officers so authorized by these by-laws, to enter into any contact or execute any instrument in the name of and on behalf of HSF, and such authority may be general or confined to specific instances;" and

WHEREAS, Article 8.8 of the By-Laws of Hope South Florida, Inc. states, "Employees of HSF. The Board of Directors shall employ a CEO to oversee the daily operations and actions deemed necessary to fulfill the vision, mission, and goals of HSF as stated herein and directed by the Board;" and

WHEREAS, The Hope South Florida Board of Directors has elected, at a duly noticed meeting on May 3, 2016, to generally authorize its CEO to enter into any contract or execute any instrument in the name of and on behalf of HSF; **NOW, THEREFORE,**

BE IT RESOLVED BY THE HOPE SOUTH FLORIDA BOARD OF DIRECTORS:

Acknowledging the resignation of Robin Martin, Executive Director, it is noted that Chris Lloyd, residing CEO of Hope South Florida and Dr. Ted Greer, Jr., incoming CEO of Hope South Florida as of May 23, 2016, are hereby generally authorized to enter into any contract or execute any instrument in the name of and on behalf of HSF, necessary to fulfill the vision, mission, and goals of HSF, until such time that authorization is rescinded by a vote of the Hope South Florida Board of Directors through May 23, 2016.

Adopted this 5th day of May, 2016.

Fred Scarbrough, Board Chair

Kim Saiswick, Secretary

EXHIBIT B-2 -CERTIFICATION OF EMPOWERMENT

Agreement

Dr. Ted Greer, Jr., Chief Executive Officer: is duly authorized to sign this Agreement on behalf of Hope South Florida, Inc., hereinafter known as "Second Party," and any amendments hereto between City and Second Party. The signature of the above-named person in this Agreement on behalf of Second Party binds Second Party to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to a Resolution of HOPE South Florida, Inc. Board of Directors, dated May 5, 2016 (enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and attach a copy of supporting documentation, such Board of Directors' meeting minutes, the authorizing statute, etc.):

Resolution of HOPE South Florida, Inc. Board of Directors

Appearing below is a sample of the authorized signature.

WITNESSES:

_____

DONNA ENGLISH

Print Name

HOPE South Florida, Inc.

By: _____

Dr. Ted Greer, Jr., Chief Executive Officer

DATE: 5/1/17

HOPE
South Florida

A RESOLUTION OF THE HOPE SOUTH FLORIDA BOARD OF DIRECTORS GENERALLY AUTHORIZING ITS CEO (CHIEF EXECUTIVE OFFICER) TO ENTER INTO ANY CONTRACT OR EXECUTE ANY INSTRUMENT IN THE NAME OF AND ON BEHALF OF HOPE SOUTH FLORIDA

WHEREAS, Article 8.1 of the By-Laws of Hope South Florida, Inc. (HSF) states, "Contracts. The Board may authorize any officer or agent of HSF in addition to the officers so authorized by these by-laws, to enter into any contact or execute any instrument in the name of and on behalf of HSF, and such authority may be general or confined to specific instances;" and

WHEREAS, Article 8.8 of the By-Laws of Hope South Florida, Inc. states, "Employees of HSF. The Board of Directors shall employ a CEO to oversee the daily operations and actions deemed necessary to fulfill the vision, mission, and goals of HSF as stated herein and directed by the Board;" and

WHEREAS, The Hope South Florida Board of Directors has elected, at a duly noticed meeting on May 3, 2016, to generally authorize its CEO to enter into any contract or execute any instrument in the name of and on behalf of HSF; **NOW, THEREFORE,**

BE IT RESOLVED BY THE HOPE SOUTH FLORIDA BOARD OF DIRECTORS:

Acknowledging the resignation of Robin Martin, Executive Director, it is noted that Chris Lloyd, residing CEO of Hope South Florida and Dr. Ted Greer, Jr., incoming CEO of Hope South Florida as of May 23, 2016, are hereby generally authorized to enter into any contract or execute any instrument in the name of and on behalf of HSF, necessary to fulfill the vision, mission, and goals of HSF, until such time that authorization is rescinded by a vote of the Hope South Florida Board of Directors through May 23, 2016.

Adopted this 5th day of May, 2016.

Fred Scarbrough, Board Chair

Kim Saiswick, Secretary

EXHIBIT C- CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement

The undersigned hereby swears under penalty of perjury that:

1. HSF has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "FUNDING AND METHOD OF PAYMENT," of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of HSF.

WITNESSES

DONNA ENGLISH

[Witness-print or type name]

CLAUDIA ROJAS

[Witness-print or type name]

HOPE South Florida, Inc.

By: _____
Dr. Ted Greer, Jr., Chief Executive Officer

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2ND day of MAY, 2017, by DR. Ted GREER, JR., as CEO of **Hope South Florida, Inc.** He/She is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

LESLIE BAILEY
MY COMMISSION # FF981279
EXPIRES April 12, 2020
(407) 398-0153 FloridaNotaryService.com

_____
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Leslie Bailey
Name of Notary Typed, Printed or Stamped
My Commission Expires: April 12, 2020

FF981279
Commission Number

EXHIBIT D - SCOPE OF SERVICES

Provider: Hope South Florida, Inc.

Program: Fort Lauderdale Rapid Rehousing Program

Scope of Services:

The HOPE South Florida (HSF) I Broward Partnership for the Homeless, Inc. (BPHI) Collaborative ("The Collaborative") will provide Rapid re-Housing and Case Management for fifty-two (52) program participants (26 homeless families served by HSF and 26 homeless unaccompanied adults served by BPHI) that will include, but not be limited to: Time-limited housing solutions with appropriate supportive services to maintain housing for homeless individuals and families residing in Fort Lauderdale shelters, or in locations not meant for habitation, through service providers and leveraged partnerships. Housing solutions will include rental and move-in costs assistance, housing placement specialists and case managers as well as administrative services for the program. HOPE South Florida will serve as lead agency.

The Collaborative will serve individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street and including victims of domestic violence) in the City of Fort Lauderdale and need temporary financial assistance in order to obtain and retain housing.

Eligible program participants will meet the following criteria, including but not limited to:

- Meet income eligibility standards at or below 50% of the current HUD Established Area Median Income (AMI),
- The participants' rental cost for housing units will not exceed Fair Market Rents (FMR) as established by HUD; and
- The participants' rental cost for housing units will not exceed Rent Reasonableness

The Collaborative will determine program eligibility based upon the HUD definition of homeless through the County and City approved Coordinated Assessment Process.

The Collaborative will:

Provide Direct Housing Assistance, as needed, to include but not be limited to:

- Direct Rental Assistance for up to nine (9) months (as needed and assessed every 3 months) or until the end of the contract term
- Move-in Costs (includes Housing Quality Standards inspections (HQS) in partnership with Broward County Housing Authority and/or Housing Authority of City of Fort Lauderdale)

- Utilities (deposits, fees, arrears)
- Program participant furniture and household furnishings
- Other services and fees (e.g. bus passes, application fees)

Provide continued housing in Dedicated Shelter Beds during the housing location and placement process. BPHI will offer dedicated shelter beds and HSF will coordinate hotel/motel assistance for homeless families with City. Other shelter partners will also assist through the Broward County Homeless Continuum of Care.

The Collaborative will strongly encourage, but not require, participants to have annual leases, and proposes to have Rental Assistance Agreements with landlords.

Provide Case Management Services to include, but not be limited to:

- Standardized assessment using the Broward County Continuum of Care Coordinated Assessment process
- Development of an individualized housing and supportive service plan for program participants that are unique to their needs, strengths and vulnerabilities
- Housing search and placement that is the most appropriate for individual or family
- Assist program participants in obtaining housing documents, including birth certificates, identification cards, and income documentation
- Assist program participants to obtain income by identifying employment opportunities and/or mainstream benefits
- Transport linkage of program participants to housing appointments
- Link and refer program participants to supportive services, including mental health, substance abuse treatment, physical health and benefits as appropriate
- Coordinate with City which will process assistance payments as required for Direct Housing Financial Assistance.

Provide Administrative Services for the program.

Target population: Homeless individuals and families in Fort Lauderdale

Location(s), days, and hours of service.
5110 N. Federal Hwy, Suite 102
Fort Lauderdale, FL 33308
Monday-Friday, 8:00am-5:00pm

Maximum Dollar Amount: $159,860

Budget: Program Budget is attached as Exhibit D-1

Term of Agreement: February 7, 2017 – June 30, 2017

Exhibit D-1

BUDGET NARRATIVE – PERSONNEL

OPOSED SERVICE Rapid Re-Housing AGENCY NAME HOPE South Florida

Position/Name	Annual Salary	Hours Per Week	Pay Periods	Pay Per Period	Percent Funded	Requested Amount
Housing Specialist / Case Managers – 4.0 FTE to conduct housing search and placement services; annual salary is figured at temp agency rates; positions will be paid a flat hourly rate that includes wages and benefits costs	$68,076	40	10	$11,346	100%	$113,460
Total Personnel (Line Item Budget)						$113,460

Requested Amount = Pay Periods x Pay Per Period x Percent Funded

- If not requesting 100% funding for the position, attach a sheet detailing each position showing total salary, funding sources and percentage per source.

BUDGET NARRATIVE – SUPPLIES

PROPOSED SERVICE Rapid Re-Housing AGENCY NAME HOPE South Florida

Includes materials and supplies used to conduct day-to-day operations.	Amount	Total
Equipment and supplies – laptop computers for the 4 Housing Specialists / Case Managers	$5,000	$5,000
TOTAL SUPPLIES (Line Item Budget)	$5,000	$5,000

BUDGET NARRATIVE – All Other

PROPOSED SERVICE Rapid Re-Housing AGENCY NAME HOPE South Florida

Includes materials, supplies, utilities, contracted services, insurance etc., used to conduct day-to-day operations.	Amount	Total
Utilities – including deposits and arrears, figured at approximately $300 per individual/family placed	$15,600	$15,600
Furniture and furnishings, figured at approximately $300 per individual/family placed	$15,600	$15,600
Miscellaneous fees – includes bus passes, birth certificates, etc.	$5,200	$5,200
Indirect administration	$5,000	$5,000
TOTAL ALL OTHER (Line Item Budget)	$41,400	$41,400

City of Fort Lauderdale Rapid Re-Housing Program

BUDGET CATEGORY						RRP Funds HSF Request	RRP Funds City	Match	Total Project
Direct Housing Financial Assistance	# Families	rent	# Singles	rent	# months				
Direct housing subsidy - units placed in February 2016	13	$1,300	13	$900	3		$85,800		$85,800
Direct housing subsidy - units placed in March 2016	13	$1,300	13	$900	3		$85,800		$85,800
Direct housing subsidy - units placed in April 2016									$0
Direct housing subsidy - units placed in May 2016									$0
Direct housing subsidy - units placed in June 2016									$0
Total units proposed	26		26		**52**				$0
Move-in expenses - 1st, last, security deposits, HQS inspections, figured at $2,700 per individual and $3,900 per family	$3,900		$2,700				$171,600		$171,600
Utilities, including deposits and arrears, figured at $300 per unit					$300	$15,600			$15,600
Furniture / Furnishings, figured at $300 per unit					$300	$15,600			$15,600
Miscellaneous fees - bus passes, birth certificates, etc. figured at $100 per unit					$100	$5,200			$5,200
Subtotal Direct Housing Financial Assistance						***$36,400***	***$343,200***	***$0***	***$379,600***
Dedicated Shelter Beds									
Direct placement into shelter prior to placement in rapid rehousing units							$11,940		$11,940
Subtotal Dedicated Shelter Beds						***$0***	***$11,940***	***$0***	***$11,940***
Direct Support Services			FTE	# months	annual				
Housing Specialists / Case Managers - to conduct housing search and placement services; annual costs figured at temp agency rates			4.0	5	$68,076	$113,460			$113,460
Housing Specialist - provided by Hope South Florida			0.5	5	$43,050			$8,969	$8,969
Housing Navigator - provided by Broward Partnership			0.25	5	$44,280			$4,613	$4,613
Subtotal Direct Support Services						***$113,460***	***$0***	***$13,581***	***$127,041***
Administration									
Equipment and supplies - laptops for Housing Specialists / Case Managers						$5,000			$5,000
Indirect administration						$5,000			$5,000
Total Administration Budget						**$10,000**	**$0**	**$0**	**$10,000**
TOTAL PROJECT BUDGET						**$159,860**	**$355,140**	**$13,581**	**$528,581**

HOPE South Florida

DRUG FREE WORKPLACE - POLICY # 3:10

POLICY

HOPE South Florida (HSF) is firmly committed to provide employees with a safe workplace to the extent reasonably possible, to maintain a workplace that is free from the influence of drugs and alcohol, and to promote high standards of employee health. HSF requires all employees and/or persons providing services on HSF property to report to work without any alcohol or illegal, mind altering or unauthorized controlled substances (drugs) in their systems, able to perform their duties safely. As such, we prohibit the use of non-prescribed drugs or alcohol during work hours. Should an employee report to work under the influence of any drugs or alcohol or use drugs or alcohol during work time, the employee will be disciplined in accordance to the policy up to an including termination. HSF believes that such a policy is in the best interest of our employees, students, customers and the organization's mission and values.

GENERAL SCOPE

Under the HSF drug testing policy, all current and prospective employees must submit to the drug testing policy. Prospective employees will only be asked to submit to a test once a conditional offer of employment has been extended and accepted. An offer of employment by HSF is conditioned upon the prospective employee testing negative for illegal substances (includes prescription drugs which are not prescribed to the individual/employee).

HSF has contracted with a laboratory that provides the technological sophistication to conduct all drug tests at the "Zero Tolerance" level. This policy supersedes all previous drug and alcohol policies at HSF, whether found in an Employee Handbook, Policy and Procedure Manual, or in any other documents or communications. All expenses related to the test will be incurred by HSF. The employee may obtain the name and location of the laboratory that will conduct/analyze the employee's test sample by calling the Human Resource Director. If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result. **All positive test results will be reported to the applicable licensing board/agency as required.**

This company policy is intended to comply with all state laws governing drug testing, designed to conform to drug-free workplace program requirements set forth in Section 440.102, Florida Statutes and Rule 38F-9 of the Division of Labor and Employment Security, Division of Workers' Compensation and to safeguard employee privacy rights to the fullest extent of the law.

Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements. The employee must also sign a testing authorization and acknowledgement form confirming that he or she is aware of the policy and employee's rights.

Where there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended without pay (unless employee requests to receive accrued vacation time for time away) until the results of a drug and alcohol test are made available to HSF by the testing laboratory.

Where drug or alcohol testing is part of a routine physical or random screening, there will be no adverse employment action taken until the test results are in.
All testing results will remain confidential. Employees must sign a consent form prior to the release of results. Test results may be used in administrative hearings and court cases arising as a result of the employee's drug testing. Results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor.

As a condition of employment, all employees are required to abide by this policy. Violation of these rules will result in disciplinary action up to and including termination.

DEFINITIONS AND PROCEDURES

B. Definitions: As used in this Policy, the term "drug" means any illegal or illicit drug, any substance or drug producing effects on the central nervous system, or any controlled substance; and the term "alcohol" means the intoxicating agency in beverage alcohol, ethyl alcohol (e.g., beer, wine, liquor), or other low molecular weight alcohols including, but not limited to, methyl and isopropyl alcohol.

C. Prohibited Conduct: The following shall be grounds for disciplinary action up to and including discharge:

1) Possessing, using, selling, manufacturing, distributing, dispensing, transferring, offering, furnishing (except as required by your employment with Province) drugs (illegal or illicit) or alcohol;

2) Being under the influence of illegal or non-prescription drugs or alcohol, or having drugs or alcohol:

- in one's system, or
- on any HSF premises or worksites, or
- in any area under the control of the HSF, (including, but not limited to, the parking area), or
- during HSF time, or
- in or occupying HSF property (including, but not limited to, HSF vehicles) or property under the control of HSF

HSF will conduct drug testing in the following circumstances:

1. **Application for Employment:** Job applicants must submit to a drug test as part of the application process and sign a consent agreement. Refusal to submit or a positive confirmed drug test may be used as a basis for refusal to consider further and/or hire the applicant.

   All applicants who have been offered employment conditioned on successfully passing a drug test will be tested for the presence of drugs as part of the application process.

   If an applicant's test is confirmed positive, the applicant will not be considered for employment and the employment application process will be terminated.

2. **Reasonable Suspicion:** Employees may be required to submit to drug screening if there is a reasonable suspicion that they are using or have used drugs.

3. **Routine Fitness for Duty:** Employee will be required to submit to drug tests conducted as part of

fitness-for-duty medical examinations.

4. **Follow-up Testing:** Employees who have been determined to have used drugs or alcohol in violation of this policy will be required to submit to unannounced follow-up drug testing.

5. **Random Testing:** In implementing the Random Testing program HSF will ensure that the means of random selection remain confidential. The employee will be randomly selected by computer (3rd party) and will be notified of scheduled testing with minimal advance notice. The supervisor shall explain to the employee that he/she is under no suspicion and that his/ her name was selected randomly. A selected employee may obtain a deferral from testing if in a leave status or on official travel, but only with agreement from supervisors (employees may be scheduled for testing within 60 days).

6. **Additional Testing:** Additional testing may also be conducted as required by applicable state and federal laws, rules, or regulations, or as deemed necessary by HSF. Employees who refuse to submit to drug testing or who test positive for drugs will be subject to disciplinary action up to and including discharge and forfeiture of all Workers' Compensation medical and indemnity benefits. All information received by HSF through the drug testing program is confidential and cannot be used as evidence in any public or private proceedings, except:

    - by consent of the employee tested;
    - if release is compelled by a hearing officer or court;
    - HSF, its agents, and drug test laboratories may have access to drug test information when consulting with legal counsel in connection with actions brought under Florida Statue 440.102 or when the information is relevant to HSF defense in a civil or administrative matter.

DRUGS WHICH MAY ALTER OR AFFECT A DRUG TEST

ALCOHOL: For the purpose of this policy, "alcohol" means the intoxicating agent in any beverage, mixture or preparation, including any medication, which contains ethyl alcohol (ethanol) or other low molecular weight alcohol such as methyl alcohol and isopropyl alcohol; and "alcohol use" means the consumption of any such beverage, mixture or preparation.

As example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

CONTROLLED SUBSTANCES: This policy prohibits the use of any controlled substance not lawfully prescribed by a physician or misuse of a lawfully prescribed controlled substance. Any drug test required under this policy will test for the presence of the following substances:

Amphetamines - Betrol, Biphetamine, Desoxyn, Dexedrine, Didrex,

Cannabinoids - Marijuana, Marinol (Dronabionl, THC)

Cocaine - Cocaine HCl topical Solution (Roxanne)

Phencyclidine - Not legal by prescription

Methaqualone - Not legal by prescription

Opiates	- Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP w/codeine, Aspirin w/codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphinesulfate), Percodan, Vicodin, etc.
Barbiturates	- Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricent, Esgic, Butisol, Mebaral, Butabartitial, Butabital, Phrenilin, Triad, etc.
Benzodiazepines	- Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Zanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centax.
Methadone	- Dolophine, Methadose
Propaxyphene	- Darvocet, Darvon N, Dolene, etc.

(Refer to Total Compliance Net Handbook for more detail)

VIOLATIONS: Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on HSF premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize HSF and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal (sub-contractors are denied job site access).

Possession, use distribution or sale of alcohol and/or prescription or over-the-counter medication (except as described within this policy) during an employee's working hours or in a HSF vehicle at any time, or in a personal vehicle while being used for HSF business will be grounds for immediate discharge for HSF employees and denial of access for contractors.

HSF reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.

TEST RESULTS: A confirmed positive test result for controlled substances will result in immediate discharge for HSF employees (denial of job site access for subcontractors).

A confirmed positive test result for alcohol, or the misuse or abuse of alcohol, legally prescribed drugs, or over-the-counter medication, will result in the following:

1. For the first offense, HSF employees may be suspended without pay, contracted workers will be denied access/further duty for HSF. Pending an evaluation by an EAP approved substance abuse professional, employees shall remain on suspension without pay during the evaluation period. Should this evaluation result in the determination that the individual requires rehabilitation prior to returning to work, failure to comply with any conditions of the prescribed rehabilitation program or failure to cooperate will result in discharge. Individuals who return to work after successfully completing a rehabilitation program will be subject to a "return-to-duty" test and thereafter to unannounced "follow-up testing" for a period of one (1) year from the date the individual returns to work.

a) If the individual cooperates in the evaluation and rehabilitation process where required and as determined by HSF, the suspension without pay will not exceed five (5) days.

b) If the individual is in a HSF approved, in-patient or out-patient treatment program, accrued

Personal leave time may be used for the duration of the treatment.

2. A second offense during the one (1) year follow-up testing period will result in discharge.

PRESCRIPTION AND OVER-THE-COUNTER (OTC) MEDICATION: Any individual taking prescribed medication is required to consult with his/her physician(s) to determine whether the medication may have an adverse effect on performance.
Individuals taking OTC medication are responsible to be aware of any adverse effects it may have on their performance as defined in the manufacturer's label. If prescribed or OTC medication being taken may have an adverse effect on performance, the individual is required to notify his/her supervisor upon reporting to work. Individuals taking prescription medication must be prepared to provide satisfactory, verifiable proof that the medication has been prescribed to them and that it is necessary for the individual's current medical condition. Possession of the prescription bottle will be acceptable proof. Failure to inform supervision of taking prescription or OTC medication which may have an adverse effect on performance may result in discipline up to and including discharge for employees and denial of job site access for subcontractors.

RANDOM TESTING: All employees will be subject to random testing for controlled substances and alcohol according to HSF policy.

NOTIFICATION: Upon notification by supervision, any individual selected for any test described in this policy must immediately report for testing as instructed by the supervisor, at the designated place and time. Failure to report at the designated place and time will be considered a refusal to test.

POST ACCIDENT AND REASONABLE SUSPICION TESTING: All Employees will be subject to "post accident" and/or "reasonable suspicion" controlled substances and alcohol testing while on company time and/or in use of HSF equipment. This testing will be required when there is reasonable suspicion that an individual is in violation of the substance abuse and alcohol policy and/or, but not limited to, the following:

1 All accidents resulting in a fatality.

2 All accidents whereby the driver receives a citation under state or local law moving traffic violation arising from the accident, and there is physical injury to either party requiring off-site medical attention, or there is property damage requiring the vehicle to be towed away from the accident site.
3 Incidents requiring hospitalization.
4 Near-misses that could have resulted in serious injury.
5 Incidents resulting in actual or potential significant damage to HSF, customer or individual's equipment or facilities.
6 Incidents involving personal injury.
7 Other incidents which may be a pattern indicative of substance or alcohol abuse, such as excessive or abusive absenteeism/tardiness, deterioration of work performance or abnormal behavior.

RETURN-TO-DUTY AND FOLLOW-UP TESTING: Return-to-duty and follow-up testing will be required of any individual who returns to work in conjunction with a rehabilitation program. "Return-to-duty" testing will be performed immediately prior to the employee's return to work upon authorization from the appropriate substance abuse professional "Follow-up" testing will be performed at unannounced intervals for a period of twelve (12) months. A minimum of two (2) unannounced tests will be performed in the first twelve (12) months following the employee's return-to-duty.

ASSISTANCE: For assistance in addressing a substance abuse concern, HSF employees may refer themselves to any member of management. An employee who self-refers is granted Rehabilitation Status once HSF management

HOPE
South Florida

ASSISTANCE: For assistance in addressing a substance abuse concern, HSF employees may refer themselves to any member of management. An employee who self-refers is granted Rehabilitation Status once HSF management has been notified of the self-referral by the employee. Any employee who is granted Self-Referral Rehabilitation Status must cooperate and comply with any conditions of the prescribed rehabilitation program or will be subject to immediate discharge. An employee granted Self-Referral Rehabilitation Status will be permitted to use any unpaid leave which the individual may have available. Employees will be allowed to self-refer no more than once during their employment at HSF for all conditions described under this policy.

Self-Referral by an employee must be requested prior to notification that the employee is being selected for random testing, or prior to any of the events listed above for post-accident and reasonable suspicion testing, or prior to notification of an investigation of the individual regarding controlled substance or alcohol abuse.

CONFIDENTIALITY: All information reports and drug test results received by HSF, drug and alcohol rehabilitation programs, and their agents as a result of this policy are confidential and shall be divulged only as provided by law.

SUMMARY: HSF believes that the foregoing policy is in the best interest of all employees, customers and the community at large, and will strictly enforce the policy. Employees in certain specific safety-sensitive work situations may be subject to more stringent requirements.

Policy Effective Date: 10-18-2011 **Approved by:** _____

Founder – Fred Scarbrough

Revision Date: **#3.10**

2 L 6 6/5/17

RUSH

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 5/18/17

DOCUMENT TITLE: Agreement between City of Fort Lauderdale and Hope South Florida, Inc.

COMM. MTG. DATE: 2/7/17 **CAM #:** 17-0111 **ITEM #:** PUR-5 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

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2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒YES ☐NO

Date to CCO: ~~5/18/17~~ 6/2/17 **LS**
Initials

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3) City Clerk's Office: # of originals: 2 **Routed to:** Gina Ri/CMO/X5013 **Date:** 6/2/17

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4) City Manager's Office: CMO LOG #: JUN-8 Date received from CCO: 6/2/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO **Date:** 6/5/17

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

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 original(s) to: Jeri Pryor / Neighborhood Support / Ext. 5024 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☒NO **Original Route form to CAO**

****please email executed copy to Shaniece Louis****

RUSH