



DATE: February 23, 2018

TO: Brenda J. Billingsley, Director, Purchasing Division

THRU: Kimm Campbell, Director, Human Services Department

FROM: Mandy Wells, Director, Community Partnerships Division

PROJECT TITLE: Homeless Low Barrier Shelter - The Salvation Army

REQUISITION NO. CMP0000901

SOLE SOURCE/SOLE BRAND REQUEST

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

Low Barrier Emergency Shelters provide a temporary place to stay for homeless individuals in the community for the night ("Overnight Emergency Shelter beds"). The Broward County Board of County Commissioners (BOCC) goal is to provide responsible solutions to systemic community problems, especially housing for persons experiencing or at risk of homelessness. In an effort to reach this goal CPD is requesting approval of the designation of sole reasonable source for The Salvation Army (TSA) to provide Overnight Emergency Shelter beds so that it may seek Board approval at the August 14, 2018 BOCC meeting for an agreement to be effective October 1, 2018 through September 30, 2019.

While the County also has a contract with Broward Partnership for the Homeless (BPHI) for operation of the Central Homeless Assistance Center, that agency is at its bed capacity and cannot provide additional Overnight Emergency Shelter beds. Therefore, approval of sole reasonable source for TSA to provide Overnight Emergency Shelter beds was sought and received from the Purchasing Division on December 23, 2015. Subsequently, the BOCC approved entering into an agreement with TSA (Attachment 1) that expires on September 30, 2018.

The Continuum of Care Housing Inventory Chart is a listing of all Emergency Shelter Homeless Programs available in Broward County (Attachment 2). Per that Inventory Chart, Row No. 18, TSA remains the only eligible, qualified provider of the needed Overnight beds within the City of Fort Lauderdale where the services are needed due to City Ordinance Sections 47-18.31 and 47-18.32 (Attachment 3). TSA Army is an active, verified 501(c)(3) organization under the United States Internal Revenue Code (Attachment 4).

Attachments:

1. Current TSA Agreement No. 16-CP-HIP-8204-01
2. CoC Housing Inventory Chart
3. City of Fort Lauderdale Ordinance Sections 47-18.31 and 47-18.32
4. Salvation Army 501(c)(3) designation
5. Salvation Army Rate confirmation

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Only Sole Source/ Uniqueness

Proprietary Item - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.

- Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.
- Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."
- Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- Other/or Additional information - the County requires this sole source, sole brand purchase for the following reasons:

The Salvation Army is an active, verified 501 (c)(3) organization under the United States Internal Revenue Code. Per the Continuum of Care Housing Inventory Chart, TSA is the only organization in Broward County with the resources to provide Overnight Emergency Shelter beds for Homeless in accordance with City of Fort Lauderdale Ordinance Sections 47-18.31 and 47-18.32.

Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)

- Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- Complies with existing community and safety standards, and/or laws, rules, and regulations.
- Exempted from the Procurement Code - per Section 21.18 of Broward County Administrative Code.
- Other/or additional information - using this sole source, sole brand purchase benefits the County for the following reasons:

Broward County Procurement Code 21.6.b Application to Procurement: This code shall apply to every Procurement of the Board of County Commissioners irrespective of the source of the funds, including federal assistance monies except as otherwise specified in Section 21.18; except that this code shall not apply to either grants, agreements of any nature or contracts between the County and qualified, eligible nonprofit grantees under Section 501 of the internal revenue Code or other governments.

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: \$842,550 Contract length (if applicable): 3 Years

Expenses to date: 0

Has this commodity or service been previously provided to the County? Yes No

If yes, when and by whom? January 1, 2018, The Salvation Army

How was item/service procured? Reasonable source

What is the current contract (MA) or purchase order number? W1406034Q1

If this is a sole brand, is there an "authorized" dealers list? Yes No

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

In addition to current Agreement No. 16-CP-HIP-8204-01 between County and The Salvation Army (TSA) for 30 Overnight Emergency Shelter Beds at \$26.25 per bed night and an annual amount of \$280,850. Further, in a previous agreement TASKFORCE entered into a formal agreement with TSA to provide twenty-four (24) beds and 2,430 bed nights of Temporary Emergency Overflow Shelter (TEOS) throughout the term of this Agreement and TASKFORCE reimbursed TSA for one (1) night stay in TEOS at a rate of Twenty-six Dollars (\$26.00) per night per Client. The new agreed-upon rate is \$25.00 per client per bed night (Attachment 6).

CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

Michael R. Wright	MICHAEL WRIGHT	Digitally signed by MICHAEL WRIGHT Date: 2018.02.21 11:50:41 -05'00'	February 21, 2018
REQUESTOR/EVALUATOR (PRINT)	REQUESTOR/EVALUATOR (SIGN)		DATE
Mandy Wells	Mandy Wells	Digitally signed by Mandy Wells Date: 2018.02.23 12:20:54 -05'00'	February 23, 2018
DEPT/DIV DIRECTOR OR DESIGNEE (PRINT)	DEPT/DIV DIRECTOR OR DESIGNEE (SIGN)		DATE

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.34 and 21.35. The Purchasing Agent recommends the following:

Sole Source
 Sole Brand
 Reasonable Source
 RFI attached
 Rejected
 Request Authorization to Negotiate

Additional Information:

The Purchasing Agent concurs with designating this procurement as a reasonable source. This procurement is to provide temporary Overnight Emergency Shelter for homeless individuals with-in Broward County. This program will serve a minimum of 120 new clients annually. The Community Partnership Division (CPD) has requested the continuation of available services upon the expiration of the current contract. The prices are fair and reasonable when compared to the previous contract with per bed night at \$26.25, the new agreed-upon rate is \$25.00 per client per bed night. Procurement Code 21.6.b. is applicable to this project-

Application to Procurement. This Code shall apply to every Procurement of the Board of County Commissioners irrespective of the source of the funds, including federal assistance monies except as otherwise specified in Section 21.18; except that this Code shall not apply to either grants, agreements of any nature or contracts between the County and qualified, eligible nonprofit grantees under Section 501 of the Internal Revenue Code, or other governments. It shall also apply to the disposal of County supplies. Nothing in this Code or in regulations promulgated hereunder shall prevent any governmental body or political subdivision from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

This contract will accomplish the Broward County Board of County Commissioner's value of approaching human services collaboratively and compassionately, with special emphasis on the most vulnerable. In order to remain consistent with the County's operations and procedures, it is recommended to approve as a reasonable source and permit CPD to process Agreement utilizing internal Agency processes.

Purchasing Agent Signature:	CHERYL PAGE	Digitally signed by CHERYL PAGE DN: dc=city, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=PI, ou=Users, cn=CHERYL PAGE Date: 2018.06.22 10:48:29 -04'00'	Date:	Reviewed by Purchasing Manager: ccalhoun@broward.org	Digitally signed by ccalhoun@broward.org DN: cn=ccalhoun@broward.org Date: 2018.07.25 16:51:29 -04'00'
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APPROVAL AUTHORITY
REASON/SUGGESTED ACTION (IF DISAPPROVED):

Signature:	BRENDA BILLINGSLEY	Digitally signed by BRENDA BILLINGSLEY DN: dc=city, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=PI, ou=Users, cn=BRENDA BILLINGSLEY Date: 2018.08.03 10:32:13 -04'00'	Date:
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**AGREEMENT BETWEEN BROWARD COUNTY AND THE SALVATION ARMY, A GEORGIA CORPORATION
FOR TARGETED SUBSTANCE ABUSE DISORDER TRANSITIONAL HOUSING**

Agreement Number: 16-CP-HIP-8204-01

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and The Salvation Army, a Georgia Corporation, an active nonprofit Florida corporation ("TSA"). County and TSA are collectively referred to as the "Parties."

WHEREAS, this Agreement will enable TSA to provide services that would not otherwise be funded by another public funding source; and

WHEREAS, funding given to TSA has been found and declared to be for a County and public purpose by the Board of County Commissioners of Broward County, NOW, THEREFORE,

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

ARTICLE 1. 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 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Clients** - Individuals served under this Agreement as described in Exhibit D-1, "Scope of Services."
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of the division administering the Agreement, as specified in Exhibit A, "Agreement Specifications." The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.5 **Contract Manager** - The Human Services Department division staff person who coordinates and communicates with TSA and who manages and supervises execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. The Parties may also rely on the instructions or determinations made by the Contract Manager in the administration of this Agreement; however, the Scope of Services may not be changed via such instructions and determinations except as otherwise provided herein.
- 1.6 **County Attorney** - The chief legal counsel for County appointed by the Board.
- 1.7 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.8 **HSD** - The Broward County Human Services Department.
- 1.9 **HSSS** - The Human Services Software System. The Client Services Management System and/or any other participant information collection and data exchange system(s) designated by County.
- 1.10 **Initial Term** - The initial contracted period as specified in Exhibit A, "Agreement Specifications."

1.11 **Option Period** - A contract renewal period, usually concurrent with a single County fiscal year, as specified in Exhibit A, "Agreement Specifications."

1.12 **Program** - The services described in Article 3 and in Exhibit D-1 of this Agreement.

1.13 **Provider Handbook** - County's Human Services Department manual for providers of services that contains standard forms, performance measures, and other documents and standard practices, as same may be amended from time to time by County, which Handbook is incorporated herein by reference.

1.14 **Repository** - County's Human Services Department Repository, under the Office of Evaluation and Planning. The Repository address is identified in the Provider Handbook.

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." This Agreement may be renewed by the County's Contract Administrator for up to two (2) additional one-year Option Periods, as specified in Exhibit A. The Contract Administrator shall notify TSA of renewal, in writing, no less than five (5) business days prior to the expiration of the then-current term of this Agreement.

2.2 **CONTINUITY OF SERVICES:** In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Contract Administrator, render the exercise of an Option Period not possible, or if no Option Period is available, and it would result in a gap in the provision of services under this Agreement, then upon approval of funds by the Board, the term of this Agreement may be extended by the HSD Director or Deputy Director and TSA, via a Work Authorization, for a period not to exceed six (6) months.

2.3 County's decision to exercise either Option Period shall be contingent upon, but not limited to, the following:

- A. Continued demonstrated and documented need for the services or priority area of funding;
- B. Satisfactory contract compliance, program performance, and utilization by TSA, as determined by the Contract Administrator;
- C. Demonstrated financial stability by TSA;
- D. The availability of funds from County in accordance with Chapter 129, Florida Statutes, as amended; and
- E. Appropriation of funds by the Board.

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 County's option to renew or extend this Agreement for any subsequent renewal or extension period.

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

ARTICLE 3. SCOPE OF SERVICES

3.1 TSA shall provide the services set forth in each Exhibit D-1, "Scope of Services," and further detailed in the applicable Work Authorization(s), incorporated by reference, for each service category funded by this Agreement, and shall meet the outcomes set forth in Exhibit D-2 and applicable Work Authorization(s). The Scope of Services is a description of TSA'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 TSA impractical, illogical, or unconscionable.

3.2 If applicable, TSA shall notify County in writing prior to the proposed opening, closing, or relocating of a service site listed in Exhibit D-1 or applicable Work Authorization 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 County's prior written consent, which consent shall not be unreasonably withheld.

3.3 Organizational Profile: The Organizational Profile for TSA is a component of the Coordinating Council of Broward's community assessment process to support coordinated health, education, and human services planning in Broward County. It is used for collecting data for countywide resource inventory. This Profile is due from TSA upon oral or written request by the Contract Administrator.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT

4.1 MAXIMUM FUNDING: County will pay TSA 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 TSA as full compensation for all such work. TSA acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate TSA for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon TSA'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 TSA to reimburse its expenses, unless otherwise provided herein.

County funding under this Agreement relates exclusively to the Initial Term and County is not obligated to fund TSA beyond the Initial Term. In the event that the Contract Administrator exercises either Option Period under this Agreement, or in the event this Agreement is extended pursuant to Article 2, the maximum amount payable by County shall not exceed the amount specified for each period in Exhibit A, except as provided in Section 4.3, "MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS," herein.

4.2 REDUCTION OF FUNDS: In the event of TSA'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 HSD Director or Deputy Director and TSA. The Work Authorization(s) shall include corresponding revisions to the maximum units of service and minimum number of clients served.

4.3 MAXIMIZATION OF EXPENDITURE OF COUNTY FUNDS:

4.3.1 Mid-term Funding Adjustments. In furtherance of the objectives of the HSD, the Contract Administrator has the authority and sole discretion to increase the maximum funding under this Agreement up to ten percent (10%) of the Agreement amount for any fiscal year of County, except as provided in Section 15.23, EMERGENCY CONDITIONS. Such adjustments shall be made via Work Authorization(s), which shall be signed by the HSD Director or Deputy Director and TSA.

4.3.2 Program Allocations/Payment Schedules. The Contract Administrator has the authority to adjust the maximum funding allocated to any particular program or service category funded under this Agreement and payment schedules throughout any term of the Agreement. Such adjustment may be made via Work Authorization(s) signed by the HSD Director or Deputy Director and TSA.

4.3.3 Renewal Funding Adjustments. Adjustments to maximum renewable funding and corresponding adjustments to the number of units and clients served for Option Periods under this Agreement are subject to appropriation of funds by the Board. Such adjustments may be made via a Work Authorization(s) signed by the HSD Director or Deputy Director and TSA.

4.4 WORK AUTHORIZATIONS: The Contract Administrator is authorized to increase or decrease the maximum funding allocated to TSA in the Agreement to maximize expenditure of County funds as expressed herein. Such adjustments shall be made by the HSD Director or Deputy Director in writing in accordance with this subsection.

4.4.1 Any Work Authorization(s) for adjustments increasing the total annual maximum funding amount by ten percent (10%) or less may be signed by the HSD Director or Deputy Director and TSA, using a standard Work Authorization in the form attached hereto as Exhibit F.

4.4.2 Any Work Authorization(s) increasing the total annual maximum funding by more than ten percent (10%) may be signed by the HSD Director or Deputy Director and TSA after the Board has approved the funding increase and has conferred such authority upon the HSD Director or Deputy Director.

4.4.3 All Work Authorizations issued by the Contract Administrator shall contain, at a minimum, the following information and requirements:

4.4.3.1 A description of the adjustments being made (which description must specify in detail the adjustments and revisions to the maximum units of service and Clients served)

4.4.3.2 A reference to this Agreement pursuant to which the adjustment is authorized.

4.4.3.3 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

4.4.3.4 Work Authorizations shall be dated, sequentially numbered, and signed by both Parties.

4.5 METHOD OF PAYMENT: County will pay TSA for units of service actually delivered, invoiced, and documented as specified in Exhibit D-1, "Scope of Services," and in any applicable Work Authorization(s), on a monthly billing basis, subject to the provisions in this Article. The total number of units of service to be billed during each term of this Agreement shall not exceed the units specified in Exhibit D-1 and any applicable Work Authorization(s).

4.5.1 Required Match: County will reimburse for only nine (9) out of ten (10) units actually delivered, invoiced, and documented at the unit price specified in Exhibit D-1, unless otherwise indicated in Exhibit A, "Agreement Specifications," or in any applicable Work Authorization. The tenth (10th) unit shall meet TSA's match requirement.

4.5.2 Client Co-payment for Services: In the event Client co-payments are required as indicated in Exhibit A, TSA shall assess income and implement co-payments pursuant to the Co-pay Schedule found in the Provider Handbook.

4.5.3 Performance: County will reduce payment by three percent (3%) ("Reduction") for services performed by TSA in the third (3rd) month of any quarter in which attainment of one (1) or more Outcomes was more than five (5%) percent below the indicated target. The Reduction shall be applied to payments for the Program(s) in which the indicator(s) was not met. The Reduction shall be applied to the net payment amount for the third (3rd) month, after calculation of the required

match, but before any disallowed units or repayments from any other month(s) are applied. In the event that TSA does not submit an invoice in any third (3rd) month of a quarter because all funding authorized herein has been depleted, the Reduction shall be based on the previous month's net payment and TSA shall pay the Reduction amount to County within thirty (30) days of County's written request. In the event that County finds that TSA's Outcome Report(s) contains incorrect information, County may apply this Reduction retroactively at the sole discretion of County's Contract Administrator.

4.5.4 Invoice Requirements and Due Dates:

4.5.4.1 An original invoice in a form approved by the Contract Manager plus one (1) complete copy with supporting documentation are due monthly from TSA on or before the date specified in Exhibit E, "Required Reports and Submission Dates." In the event the due date falls on a weekend or County 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 through County's designated HSSS, or as otherwise agreed to in writing by the Contract Administrator. All reported units of service must correspond to the units of service on invoices submitted for billing purposes.

B. In addition, all required fields within the HSSS must be completed thoroughly and accurately for units of service to be considered as delivered and payable. Compliance with this requirement will be periodically monitored by County. TSA shall reimburse County, as described in Section 4.5.4.2, for any units that do not comply with this requirement and were previously billed and paid during any term of the Agreement.

C. The Contract Administrator may authorize manual billing if TSA lacks access to such designated system through no fault of TSA, as determined by the Contract Administrator in his or her sole discretion.

D. Where the unit rate is an hourly rate, County will pay for full fifteen (15) minute increments, unless otherwise provided herein, at the rate of one-quarter (1/4) of the applicable unit rate, so long as TSA has provided the unit of service as defined in Exhibit D-1.

4.5.4.2 Corrected Invoices:

A. In the event that TSA determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, TSA 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 County no later than ninety (90) days following the date the invoice being corrected was originally due to County, or forty-five (45) days after the end of the Agreement term, whichever is earlier. TSA must resubmit the original supporting documentation and submit the revised supporting documentation, along with a completed "Required Services Documentation" form as provided in the Provider Handbook, 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 TSA's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions TSA is taking to prevent recurrence of the error(s).

B. In the event that County determines that TSA has previously incorrectly billed and been reimbursed for a period within the current contract year, TSA 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 TSA shall issue a check to County as repayment.

4.5.4.3 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 prescribed by County in the Provider Handbook, or through the communication system as provided through County's HSSS, or as otherwise agreed to in writing by the HSD Director or Deputy Director. County will pay TSA within thirty (30) calendar days of receipt of TSA's properly submitted invoice in accordance with the provisions of County's Prompt Payment Ordinance Section 1-51.6, Broward County Code of Ordinances. Further, County may deduct from any outstanding invoice any monies due from TSA because of a situation where County identifies money due from TSA to County pursuant to this Agreement.

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

4.5.4.5 The certification statement on the monthly invoice submitted by TSA shall be signed by an authorized person as referenced in Exhibit B-1, "Authorized Invoice Signators." Should it become necessary for TSA to replace signators, a notarized copy of the authorizing resolution as passed by TSA'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.

4.5.5 If TSA has been authorized in accordance with the "SUBCONTRACTING" article of this Agreement to use subcontractors, or if TSA uses any suppliers of materials for the provision of the required services herein, TSA 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.

4.6 **SUSPENSION OF PAYMENT:** County, through its Contract Administrator, in his or her sole discretion, may in writing suspend payments to TSA if TSA 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 County'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 County may last through the duration of noncompliance by TSA as determined solely by the Contract Administrator, and any suspended payments shall not be subject to the payment of interest by County.

4.7 PAYER OF LAST RESORT: TSA represents to County that no other reimbursement or payment is available or will be received by TSA for any services invoiced to County, and County has relied upon that representation. TSA shall assure that funding under this Agreement will not supplant any existing programs and resources and is used as funding of last resort. This Agreement specifically excludes services eligible to be covered by Medicaid, Medicare, or other third party funding source (collectively referred to as "Third Party Payment"). TSA shall bill and pursue collection of any and all available Third Party Payments and Client payments for services rendered under this Agreement prior to billing County for any such services.

4.7.1 In the event County pays TSA for a service to a Client who was not eligible for Third Party Payment at the time of billing but later becomes eligible for Third Party Payments ("Third Party Certified"), and TSA receives Third Party Payment for the same unit of service, then TSA shall deduct the amount paid by County ("County Payment") on its next invoice immediately following receipt of such Third Party Payment. If TSA has not submitted an invoice or has submitted a final invoice to County under this Agreement, TSA shall reimburse County in the amount of the County Payment within thirty (30) calendar days of TSA's receipt of the Third Party Payment.

A. TSA shall note in the Client's file the date upon which a Client became Third Party Certified.

B. TSA shall keep accurate and complete records of all Third Party Payments, any fee collected, reimbursement, or compensation of any kind, including in-kind compensation received from any Client, for any service covered by this Agreement, and shall make all such records available to County upon demand.

C. TSA shall report such Third Party Payments by deducting the full amount of such Third Party Payment from TSA's invoices within thirty (30) calendar days of TSA's receipt of the Third Party Payment.

4.8 EQUIPMENT PURCHASES: All equipment purchased pursuant to this Agreement shall be reported to County 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 HSD Director's or Deputy Director's prior written approval. In the event of the filing(s) of bankruptcy or dissolution, voluntary or involuntary, insolvency of TSA, 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 County in the name of "Broward County" as Grantor. Any existing property vesting in County shall be delivered to the Contract Administrator by TSA at the place designated in a written request by the Contract Administrator within ten (10) calendar days from the written request. It is TSA'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 TSA.

4.9 All payments shall be made solely in the name of TSA as the official payee. The name, address, and telephone number of the official payee to whom payment shall be made for TSA is specified in Exhibit A, "Agreement Specifications." TSA 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 TSA'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.

4.10 As a condition of funding under this Agreement, TSA acknowledges County's objective is to ensure provision of continuous services to its residents throughout the term of the Agreement. If TSA exhausts County's funds under this Agreement prior to the end of any term of this Agreement, TSA is obligated to provide the same level of service(s) to Client(s) as prescribed in Exhibits D-1 and D-2 until the end of the term without additional County funds.

ARTICLE 5. PARTICIPATION IN HUMAN SERVICES SOFTWARE SYSTEM (HSSS)

TSA shall comply with the HSSS requirements outlined in the Provider Handbook, incorporated herein and made a part hereof.

ARTICLE 6. MONITORING, RECORDS, REPORTS, AND OTHER REQUIREMENTS

TSA shall comply with the Monitoring, Records, and Reporting requirements outlined in the Provider Handbook.

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 County shall be by action of the Board with written notice provided to TSA by the HSD Director or Deputy Director, 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 TSA shall be effective not less than thirty (30) days after notice of termination is received by County. This Agreement may also be terminated for convenience by the Board. The HSD Director or Deputy Director may also terminate this Agreement for convenience when TSA closes its business operations or otherwise ceases to exist and the HSD Director or Deputy Director determine that immediate action is required by County. Termination for convenience by the Board or by the HSD Director or Deputy Director shall be effective on the termination date stated in written notice provided by County, 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 County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County 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, TSA'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 TSA 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 TSA 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 County Administrator, which the County Administrator 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 HSD Director or Deputy Director in accordance with the "NOTICES" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, TSA shall be paid for any services performed under the Agreement through the termination date specified in the written notice of termination. TSA acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by TSA, as specific consideration to TSA, for County'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 TSA may be withheld by County until all documents are provided to County, 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 TRANSITION PLAN: Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason whatsoever, TSA shall cooperate fully with County, and any third party designated by County, to develop a Transition Plan to provide for the transition of the services provider 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 TSA engages in subcontracting if TSA 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 TSA's own employees, officers, and volunteers, will be deemed subcontracted.

8.2 TSA 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-1.

8.3 The Contract Administrator's written approval referenced in this Article shall be limited to TSA'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 TSA and its subcontractor(s).

8.4 Services provided by TSA's subcontractors shall be subject to supervision by TSA 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 TSA or its subcontractor.

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

8.6 TSA 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. TSA shall likewise require its subcontractors to agree to the requirements and obligations of this article.

8.7 TSA 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 County for such subcontracted work or supplies unless TSA documents any dispute on Exhibit C, "Certification of Payments to Subcontractors and Suppliers," and submits such exhibit to County, 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.

TSA acknowledges that nonpayment of a subcontractor or supplier as required herein shall be a material breach of this Agreement and that County may, at its option and in accordance with Article 4 of this Agreement, suspend payments until TSA demonstrates timely payment of sums due to such subcontractors or suppliers. TSA acknowledges that the presence of a "pay when paid" provision in a subcontract shall not preclude County's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when TSA demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; however, County shall not pay TSA for any amounts that have not yet been paid by TSA to its subcontractors or suppliers.

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

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1 FINANCIAL STATEMENTS. TSA shall provide to the Repository annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of the County funds are expended and any management letter(s) thereby generated.

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

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

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

TSA acknowledges submission of audited financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit that material to the Repository for this Agreement.

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

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

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

9.1 MANAGEMENT LETTERS. TSA shall provide County's Repository any and all management letters arising from audited financial statements within two hundred seventy (270) days of the date of said management letter as it relates to the program described in this Agreement.

TSA shall provide to County's Repository the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

TSA shall provide to County's Repository any compliance audits required by law within two hundred seventy (270) days after the close of each of TSA's fiscal years in which TSA accounts for the 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. TSA shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by TSA to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

TSA shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

TSA 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 and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½. TSA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TSA shall take affirmative steps to prevent discrimination in employment against disabled persons.

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

10.2 Although no CBE goal has been set for this Agreement, County encourages TSA to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. INDEMNIFICATION

TSA shall at all times hereafter indemnify, hold harmless and defend County and all of County'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 TSA, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, TSA shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County 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 County Attorney, any sums due TSA under this Agreement may be retained by County until all of County'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 County.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

12.1 County's representative is the HSD Director, Deputy Director, or the Division Director of the division administering this Agreement. The title of TSA'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 TSA are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." Changes in the empowered signators on Exhibit B-1 shall be communicated to County as directed in the "NOTICES" section of this Agreement.

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

ARTICLE 13. INSURANCE

TSA shall maintain insurance coverage as required in the Insurance section of the Provider Handbook or as specified in Exhibit A, "Agreement Specifications."

ARTICLE 14. REPRESENTATIONS AND ACKNOWLEDGMENTS

14.1 TSA represents and certifies to County 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, TSA 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 TSA's operations or financial stability.
- B. TSA has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
- C. All material information pertaining to the financial position of TSA has been disclosed in its records and provided to County.
- D. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of TSA have been properly recorded in its records and disclosed to County.
- E. TSA maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where TSA is operating a facility or providing a service where any type of licensure is required, including, but not limited to, under federal, state, county, or other local law.
- F. When applicable, TSA 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. TSA shall maintain these screening requirements and records of same for volunteers and employees based on the population served.

G. E-VERIFY: As applicable, if TSA is a recipient, directly or indirectly, of State of Florida funds under this Agreement, TSA 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 TSA 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 Broward County within seven (7) days of request from County.
3. Requiring all persons, including subcontractors, assigned by TSA 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 TSA and the subcontractor, whichever is later. TSA 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 County within seven (7) calendar days from County'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 County within seven (7) days of County's request.

H. TSA acknowledges receipt of the Provider Handbook and understands that each document contained therein is made a part of this Agreement. TSA also acknowledges that County may update or revise documents within the Provider Handbook and provide notification of the same to TSA. TSA may terminate this Agreement within thirty (30) calendar days after notice of such update(s) or revision(s) if the Parties mutually agree that the update(s) or revision(s) substantially impact(s) TSA's ability to perform as contracted. Otherwise, TSA acknowledges it shall be bound by the requirements outlined in the Provider Handbook, as amended by County from time to time.

I. TSA represents to County for its reliance thereupon that it has established and implemented policies and procedures that ensure compliance with the security standards specified in the sections titled "Human Services Software System Participation" and "Monitoring, Records, Reports, and Other Requirements" provided in the Provider Handbook and all applicable state and federal statutes and regulations for the protection of confidential Client records and electronic exchange of confidential information.

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

14.2 TSA 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 TSA.

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

C. County has relied on all representations and information provided to County by TSA in the course of TSA 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 County, and, if a copyright is claimed, TSA grants to County 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 TSA, whether finished or unfinished, shall become the property of County and shall be delivered by TSA to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to TSA shall be withheld until all documents are received as provided herein. TSA 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, TSA shall notify the Contract Administrator that the retention period has expired and shall provide at least ten (10) calendar days for County to obtain the records if County 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. County is a public agency subject to Chapter 119, Florida Statutes. To the extent TSA is a contractor acting on behalf of County pursuant to Section 119.0701, Florida Statutes, TSA shall:

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

15.2.2 Provide the public with access to such public records on the same terms and conditions that County 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 County, at no cost, all public records in possession of TSA 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 County in a format that is compatible with the information technology systems of County.

The failure of TSA to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with the provisions set forth in Section

7.1. TSA shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

15.3 AUDIT RIGHTS AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of TSA 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. TSA 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 County's disallowance and recovery of any payment upon such entry. TSA acknowledges that in the event County determines that funds are due back to County, the HSD Director or Deputy Director may in his or her sole and absolute discretion require TSA to pay up to one percent (1%) interest annually on those funds, which interest shall be calculated from the date County incorrectly paid TSA.

TSA and its subcontractors shall preserve and make available for examination and audit by County 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 County to be applicable to TSA's and its subcontractors' records, TSA 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 TSA or its subcontractors. TSA 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 County, TSA shall ensure that the requirements of this Article are included in all agreements with its subcontractor(s).

15.4 TRUTH-IN-NEGOTIATION CERTIFICATE. TSA's compensation under this Agreement is based upon representations supplied to County by TSA, and TSA certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

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

15.6 PUBLIC ENTITY CRIME ACT. TSA 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, TSA 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 TSA 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, County shall have the right to immediately terminate this Agreement and recover all

sums paid to TSA 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 County, 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, TSA AND COUNTY 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 County and TSA or others delegated authority to or otherwise authorized to execute same on their behalf. However, the HSD Director or Deputy Director may make adjustments pursuant to Article 4 and Section 15.23 herein. Additionally, the Contract Administrator may administratively revise or update the Provider Handbook documents from time to time as provided in this Agreement.

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.

County'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. TSA 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, TSA shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit D-1, "Scope of Services." Notwithstanding the Termination provision of this Agreement, County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by TSA of this Agreement or any right or interest herein without County's written consent.

TSA 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.

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

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

None of TSA's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or TSA 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 County 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 TSA 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 TSA is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, TSA shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as TSA.

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 1 through 15 shall prevail and be given effect.

15.17 THIRD PARTY BENEFICIARIES. Neither TSA nor County 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 County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by TSA shall serve as TSA's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the full term of this Agreement. TSA shall submit one (1) copy of its Drug-Free Workplace Policy to the Contract Manager 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 TSA, 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 County and TSA, the undersigned TSA 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 TSA 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 TSA. By signing this Agreement, the undersigned TSA certifies that TSA 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 or interpretation 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 County. 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 TSA identifies a programmatic contract provision that requires interpretation in order for TSA to understand its obligations, TSA will submit, in writing, a request for interpretation, with specificity to the Contract Administrator. The Contract Administrator will provide a written response to TSA within a reasonable time after any request by TSA for an interpretation. The Contract Administrator's programmatic interpretations shall be deemed conclusive and final.

15.23 PUBLICITY. TSA is authorized by this Agreement to use the name of "Broward County" in any advertising materials concerning publicity and promotion of TSA related to the services funded by this Agreement. The use of the Broward County logo is prohibited without the express written permission of County. Requests for permission to use the Broward County logo can be obtained by contacting the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301.

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

"The services provided by [insert name] is a collaborative effort between Broward County and [insert name] with funding provided by the Board of County Commissioners of Broward County, Florida under an Agreement."

15.24 EMERGENCY CONDITIONS. Except where otherwise provided by law or where TSA is otherwise directed by appropriate authority, TSA shall provide any supportive or recovery related service as requested by County during and after Emergency Conditions. These services include, but are not limited to, distribution of food, water, and ice, and providing case management services to Disaster Evacuees at an emergency shelter or other location(s) in Broward County as determined by County, through its Contract Administrator. Emergency Conditions are defined as any natural, technological, or terrorism related disaster or emergency for which assistance is requested from Emergency Support Function ("ESF") #6/Human Services Branch by the Broward Emergency Division, which commences upon a State of Emergency being declared by federal, state, or local government. Individuals who have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the HSD Director or Deputy Director has the authority during and after Emergency Conditions, in his or her sole discretion, to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete services under the Scope of Services and Exhibit D-1; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period, and (f) extend the term of Agreement.

15.25 DISCHARGE PLANNING. If TSA is a hospital district, mental health service provider, or law enforcement agency, or in the event TSA provides services such as hospital, jail, or mental health treatment beds, then TSA shall participate with County 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.

15.26 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.

15.27 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the Parties. The attached exhibits A through F, as well as the Provider Handbook and other documents referenced herein, are incorporated and made a part of this Agreement.

TSA 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 TSA upon which County relied and upon which this Agreement is based, and TSA 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.

15.28 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.

15.29 PAYABLE INTEREST.

15.29.1 Payment of Interest. County shall not be liable to pay any interest to TSA for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof TSA 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.

15.29.2 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 County 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).

15.30 HIPAA COMPLIANCE. It is expressly understood by the Parties that County 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 TSA is considered by County 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"), TSA shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form provided by the Contract Administrator for the purpose of complying with HIPAA. Where required, TSA 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 TSA's and County's uses of Clients' PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. TSA shall ensure that the requirements of this Article are included in all agreements with its subcontractors.

15.31 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.

15.32 CONTINGENCY FEE. TSA represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for TSA, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further

liability to TSA. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due TSA under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

15.33 USE OF COUNTY LOGO. TSA shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 1st day of September, 2015, and The Salvation Army, a Georgia Corporation signing by and through its Treasurer, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator



Signature

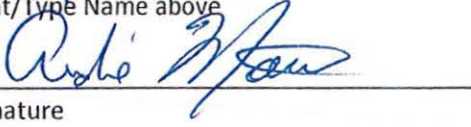
By 

County Administrator

JODI GARDNER

Print/Type Name above

3 day of November, 2015



Signature

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

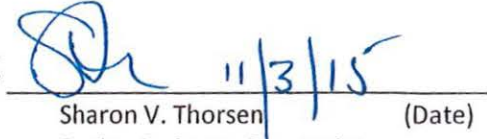
ANDRÉ MORRELL

Print/Type Name above


Insurance requirements
approved by Broward County
Risk Management Division

By  10/26/15

Signature (Date)

By  11/3/15

Sharon V. Thorsen (Date)
Senior Assistant County Attorney



Print Name and Title above and

SVT/dmv
#165 Salvation Army Targeted Substance Abuse Transitional Housing
10/05/15
2016 Unit of Service Agreement
#14-070
07/21/15



AGREEMENT BETWEEN BROWARD COUNTY AND THE SALVATION ARMY, A GEORGIA CORPORATION FOR TARGETED SUBSTANCE ABUSE DISORDER TRANSITIONAL HOUSING

TSA

The Salvation Army, A Georgia Corporation

WITNESS #1:

Lin Smith
Signature

Lin Smith
Print/Type Name

By: [Signature]
(Authorized Signature)

Kenneth Johnson, Florida Divisional Commander
(Print Name and Title of Authorized Signator)

WITNESS #2:

Bonnee Cassidy
Signature

Bonnee Cassidy
Print/Type Name

20th day of October, 2015

(seal or notary)

State of Florida
County of Hillsborough

(Signature of Affiant)

Sworn to (or affirmed) and subscribed before me
this 20th day of October, 2015.

by Kenneth Johnson (Name of Affiant).

Sharron K. Cosby Notary Public - State of Florida
(Signature of Notary)

Sharron K. Cosby
(Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____



**RESOLUTION OF THE BOARD OF TRUSTEES
OF
THE SALVATION ARMY**


A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, DeKalb County, Georgia.

BE IT RESOLVED THAT the Board of Trustees of The Salvation Army, a Georgia Corporation on behalf of The Salvation Army Ft. Lauderdale Area Command grant authorization for **Kenneth Johnson**, Divisional Commander, to execute the Broward County Board of County Commissioners agreement for County Grant funding for the Targeted Substance Abuse Disorder Transitional Housing program for the 2015-16 Fiscal Year.

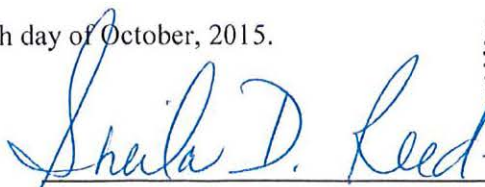
BE IT FURTHER RESOLVED THAT for the purpose of consummating said transaction, the President, **DONALD C. BELL**, or Vice President, **F. BRADFORD BAILEY**, or Treasurer/Assistant Secretary, **JAMES K. SEILER**, or Trustee, **WILLIAM G. MOCKABEE**, or Assistant Treasurer **STEPHEN ELLIS**, or Secretary, **WARD MATTHEWS**, or Trustee, **JOHN T. NEEDHAM**, or Trustee, **MARGARET MCGOURN**, or Trustee, **DEBI BELL**, or Trustee, **HEIDI BAILEY**, or Assistant Secretary, **MELANIE MATHIS BRACKETT**, or Contracting Officer, **BRUCE E. SMITH** are authorized, directed and empowered to issue, sign and deliver, as the act and deed of this Corporation.

I, Melanie Mathis Brackett, Assistant Secretary of The Salvation Army, a Georgia Corporation, do hereby certify that the foregoing is a Resolution adopted by the Board of Trustees of said Corporation at a meeting held on the 15th day of October, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of this Corporation on this 15th day of October, 2015.


Melanie Mathis Brackett, Assistant Secretary

Sworn to and subscribed before me this 15th day of October, 2015.


Notary Public

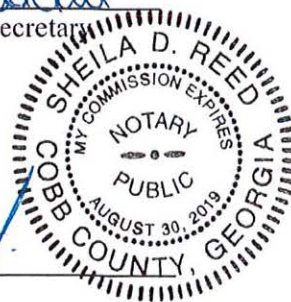


EXHIBIT A – AGREEMENT SPECIFICATIONS

Agreement #: 16-CP-HIP-8204-01

- I. Administering Division: Community Partnerships
- II. Beginning and Ending Dates:
 - A. Initial Term: Commencing on October 1, 2015 and ending on September 30, 2016
 - B. Option Period 1: If exercised, commences on October 1, 2016 and ends on September 30, 2017
 - C. Option Period 2: If exercised, commences on October 1, 2017 and ends on September 30, 2018
- III. Maximum Funding Amounts:
 - A. Initial Term: \$ 239,000.00
 - B. Option Period 1: \$ 239,000.00
 - C. Option Period 2: \$ 239,000.00
 - D. Extension: Equal to a pro rata amount of the then existing annual funding amount.
- IV. TSA's Representative: Area Commander
- V. Official Payee: The Salvation Army, a Georgia Corporation
1445 West Broward Boulevard
Fort Lauderdale, Florida 33312
Email: Lilly_Gallardo@uss.salvationarmy
- VI. Official Notification Designations:
 - A. For County: Director, Community Partnerships Division
115 South Andrews Avenue, Room A370
Fort Lauderdale, Florida 33301
 - B. For TSA: Director of Social Services, The Salvation Army, a Georgia Corporation
1445 West Broward Boulevard
Fort Lauderdale, Florida 33312
Email: Lilly_Gallardo@uss.salvationarmy
- VII. Client Co-pay: Required Not required
- VIII. Match: Required Not required because Request for Proposal indicated Match was not required.
- IX. Required Insurance Coverage (nongovernmental entities only):
 - A. Commercial or General Liability: Required Waived
 - B. Business Automobile Liability: Required Waived
 - C. Professional Liability: Required Waived
 - D. Workers' Compensation & Employer's Liability: Required Waived
 - E. Other: enter type Required
- X. RFP/RLI/RFA Date: March 23, 2015 Published Title: 2016 General Services

EXHIBIT B-1 – AUTHORIZED INVOICE SIGNATORS

Agreement #: 16-CP-HIP-8204-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of The Salvation Army, a Georgia Corporation, hereinafter known as "TSA" as required by this Agreement between County and TSA:

Major Keath Biggers, Area Commander and
(Name and Title Typewritten)

Lilly Gallardo, LCSW, Director of Program Services
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to _____ (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.):

Appearing below are samples of the authorized signatures.

Keath Biggers 10/23/15 (Authorized Signature) (Date) [Signature] 10/23/15 (Authorized Signature) (Date)

(Authorized Signature) (Date) _____
(Authorized Signature) (Date)

Witness Signature:

Witness Signature

Signature Mariaelena Iglesias

Signature Elizabeth Malcolm

Name MARIAELENA IGLESIAS
(Print or Type)

Name Elizabeth Malcolm
(Print or Type)

Date 10/23/15

Date 10/23/15

EXHIBIT B-2 – CERTIFICATION OF EMPOWERMENT

Agreement #: 16-CP-HIP-8204-01

Kenneth Johnson, Florida Divisional Commander


(Name and Title Typewritten)

Is duly authorized to sign this Agreement on behalf of The Salvation Army, hereinafter known as "TSA," and any amendments hereto between County and TSA. The signature of the above-named person in this Agreement on behalf of TSA binds TSA to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to Board of Trustees (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.):

Board of Trustees Resolution authorizing signature provided.

Appearing below is a sample of the authorized signature.



(Authorized Signature)

November 10, 2015
(Date)

Witness Signature:

Signature Bonnee Cassidy

Name Bonnee Cassidy
(Print or Type)

Date November 10, 2015

Witness Signature

Signature Lin Smith

Name Lin Smith
(Print or Type)

Date November 10, 2015

EXHIBIT C – CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement #: 16-CP-HIP-8204-01

The undersigned hereby swears under penalty of perjury that:

- 1. TSA 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 invoice	Amount in dispute
N/A		
N/A		

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

Dated November 10, 2015

TSA:

By [Signature]
(Signature)

By Kenneth Johnson, Florida Divisional Commander
(Name and Title)

STATE OF Florida)
) SS
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10th day of November, 2015 by Kenneth Johnson who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 10th day of November, 2015.

(NOTARY SEAL)

[Signature]
(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:



**RESOLUTION OF THE BOARD OF TRUSTEES
OF
THE SALVATION ARMY**

A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, DeKalb County, Georgia.

BE IT RESOLVED THAT the Board of Trustees of The Salvation Army, a Georgia Corporation authorizes Keath Biggers, Area Commander, and Lilly Gallardo, Social Services Director, to sign monthly invoices and certification statements regarding monthly invoices as required by the Targeted Substance Abuse Disorder Transitional Housing Agreement between Broward County and The Salvation Army Ft. Lauderdale Area Command for the 2015-16 Fiscal year.

BE IT FURTHER RESOLVED THAT for the purpose of consummating said transaction, the President, **DONALD C. BELL**, or Vice President, **F. BRADFORD BAILEY**, or Treasurer/Assistant Secretary, **JAMES K. SEILER**, or Trustee, **WILLIAM MOCKABEE**, or Assistant Treasurer **STEPHEN ELLIS**, or Secretary, **WARD MATHEWS**, or Assistant Secretary, **MELANIE MATHIS BRACKETT**, or Contracting Officer, **BRUCE E. SMITH** are authorized, directed and empowered to issue, sign and deliver, as the act and deed of this Corporation.

I, Melanie Mathis Brackett, Assistant Secretary of The Salvation Army, a Georgia Corporation, do hereby certify that the foregoing is a Resolution adopted by the Board of Trustees of said Corporation at a meeting held on the 15TH day of October, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of this Corporation on this 15th day of October, 2015.


Melanie Mathis Brackett, Assistant Secretary

Sworn to and subscribed before me this 15th day of October, 2015.

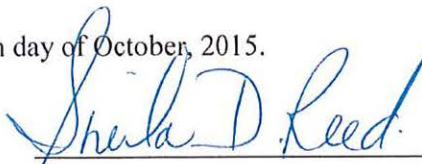

Notary Public



EXHIBIT D-1 – SCOPE OF SERVICES

Agreement #: 16-CP-HIP-8204-01

Provider: TSA

Program: Targeted Substance Abuse Disorder Transitional Housing

I. Scope of Services:

A. Program description: For purposes of this agreement, The Salvation Army, a Georgia Corporation shall provide shelter and supportive services for homeless clients who indicate a willingness to participate in developing and implementing a case plan that has a goal of self-sufficiency and reduction or elimination of substance use.

B. Target population: Individuals experiencing homelessness age 18 or older and who have substance abuse disorder issues; homeless families with a head of household who has a substance abuse disorder. Individuals and families must be Broward County residents.

1. Eligibility criteria: Clients referred through the Coordinated Entry and Assessment process from the County designated HACs and from BARC.

2. Documentation of eligibility: Referrals through the Continuum's Coordinated Entry and Assessment process from the County designated Homeless Assistance Centers (HACs) and Broward Addiction Recovery Center (BARC) will document eligibility.

C. A minimum of 28 unduplicated individuals and 18 unduplicated families Clients shall be provided services under this Agreement annually.

D. Standards and Other Requirements: TSA shall adhere to the standards and other requirements set forth in the Work Authorization(s) and Provider Handbook.

E. Services to be Provided: TSA shall provide the following services, as further detailed in the "Scope of Services" section of the Work Authorization(s):

1. Transitional Housing/Shelter (Taxonomy BH-8600)

a. Cost per Unit of Service: \$ 39.00 (Individuals per bed night); \$59.00 (Families per bed night)

b. Required Staff Credentials/Licensure:

1. Clinical/Operations Director: Master's degree in Social Services with five years of experience in administration of social service programs

2. Program Coordinator: Master's degree in Social Work/Services, with three years of experience in the field of supervision of Substance Abuse Residential Programs.

3. Case Manager: Bachelor's Degree in Social Work, with a minimum of one year of experience in homeless population substance abuse and/or Residential programs.

4. Residential Monitors: High School Diploma/GED, with professional office experience and computer skills and minimum of two years' experience in homeless population

F. Subcontracting: None requested/allowed Allowed: The services which may be subcontracted are limited to description, not to exceed \$ N/A per contract year.

G. Location(s), days, and hours of service: Services will be provided at 1445 West Broward Boulevard, Fort Lauderdale, Florida 33312. Services will be provided Monday through Friday, from 8:30 AM to 5:00

PM. Case Managers work varying shifts to include day and evening hours to accommodate working clients. Offices are closed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

H. Commission Districts: At the date of execution of this Agreement, the TSA's service hub(s) are located in the following Commission District(s): number(s) 9

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement:

Transitional Housing Individuals: 4157

Transitional housing families: 1303

Units for Option Period 1, if exercised:

Transitional Housing Individuals: 4157

Transitional housing families: 1303

Units for Option Period 2, if exercised:

Transitional Housing Individuals: 4157

Transitional housing families: 1303

Units per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual units per service.

B. \$ Amount for Initial Term of Agreement: \$ 239,000.00

\$ Amount for Option Period 1, if exercised: \$ 239,000.00

\$ Amount for Option Period 2, if exercised: \$ 239,000.00

\$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2

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EXHIBIT D-2 – OUTCOMES

TSA # 16-CP-HIP-8204-01 Targeted Substance Abuse Disorder Transitional Housing

Program Name	Service Name/Taxonomy	Outcomes	Indicators	Data Source	Data Collection Method
Targeted Substance Abuse Disorder Transitional Housing	Transitional Housing/Shelter (Taxonomy BH-8600)	Clients obtain permanent or permanent supportive housing upon discharge	70% of clients exit to secure, safe and stable housing upon successful discharge from the program.	Case notes, Individualized Service Plans, Client file-discharge summary, rental leases	Review client's case file for documentation of housing
		Clients remain in permanent housing	70% of clients continue to reside in permanent housing for at least 6 months after successful discharge from the program.	Case notes, Individualized Service Plans, Client File	Staff contact clients by phone, email, mail or in person to determine placement status.
		Clients maintain employment and/or participation in an educational or vocational program throughout the program	70% of clients, in the program, obtain or maintain employment and/or enter into or continue participation in an educational or vocational program on a quarterly basis.	Pay stubs, Individualized Service Plan, Case notes and client files, Employment skills workshop sign in sheets, school schedule	Review of documentation verifying employment and/or enrollment and participation in an education or vocational program
		Average length of stay for individual and family households who exit to permanent housing	50% of clients will exit the program to permanent housing within 121 days or less of program entry each quarter	Service Point/HMIS	Review of Entry/Exit Report

EXHIBIT E – REQUIRED REPORTS AND SUBMISSION DATES

Report	Due Date/Frequency	# Copies
Equal Employment Opportunity Policy	Due prior to execution and upon revision by TSA	1 copy
Americans with Disabilities Act Policy		1 copy
Nondiscrimination Policy, if applicable		1 copy
CBE Policy		1 copy
Blank Client Satisfaction Survey		1 copy
Certificate of Insurance/Certification of Coverage		1 copy
Invoice and supporting documentation	15th day of each month (if needed, final reconciled invoice due annually on November 15)	Original plus 1 copy
Outcomes Report	15th day of each quarter	Original plus 1 copy
Client Demographic Report		Original plus 1 copy
Current Certificate of Insurance	Due prior to expiration; submit to Repository	1 copy
Audited Financial Statement	Due within 120 days after the close of TSA's fiscal year end; submit to Repository	1 copy
State Financial Assistance Reporting Package (if applicable)		1 copy
Compiled Client Satisfaction Survey Report	July 15 th of each year	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt	1 copy
Incident Reports	Due within 24 hours	1 copy
Organizational Profile	Due upon request – Send directly to First Call for Help on behalf of The Coordinating Council of Broward	1 copy

Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any payments due by County to TSA.

EXHIBIT F – WORK AUTHORIZATION

Work Authorization No. 1

Under Agreement 16-CP-HIP-8204-01

Between Broward County and The Salvation Army, a Georgia Corporation

Change Type: _____

1. This Work Authorization is issued pursuant to the Agreement dated _____ between Broward County (hereinafter referred to as "County") and TSA Legal Name (hereinafter referred to as "TSA") for Agreement Title (hereinafter the "Agreement").
2. This Work Authorization authorizes TSA to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of this Agreement.
4. This Work Authorization shall be effective _____ (to be inserted).
5. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Parties' Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. enter number: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and TSA, signing by and through its _____, duly authorized to execute same.

County

TSA

Broward County, by and through its
Human Services Director or Deputy Director

Legal Name

By _____

By _____

____ day of _____, 20__.

Authorized Signatory

(Print Name and Title)

____ day of _____, 20__.

Attached hereto: ATTACHMENT I TO WORK AUTHORIZATION NUMBER _____

WORK AUTHORIZATION NUMBER 1
Under Agreement Number 16-CP-HIP-8204-01
Between Broward County and The Salvation Army, Inc.

1. This Work Authorization is issued pursuant to an Agreement between Broward County (hereinafter referred to as "County") and The Salvation Army, Inc., a Georgia Corporation (hereinafter referred to as "TSA") for shelter and supportive services for clients who indicate a willingness to participate in developing and implementing a case plan that has a goal of self-sufficiency and reduction or elimination of substance use (hereinafter the "Agreement").
2. This Work Authorization authorizes TSA to provide the services detailed in Attachment I to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
3. Funding and Method of Payment shall be in accordance with the provisions of Article 4 and Exhibit A, "Agreement Specifications," of the Agreement.
4. This Work Authorization shall be effective October 1, 2015 of the Agreement.
5. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the parties' Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Work Authorization Number 1: Broward County, by and through its Human Services Director or Deputy Director, as authorized pursuant to Article 4 of the Agreement, and The Salvation Army, Inc., a Georgia Corporation signing by and through its Treasurer, duly authorized to execute same.

County

Broward County, by and through its
Human Services Director/Deputy Director

By *Kim Campbell*

9 day of November 2015.

TSA

The Salvation Army, Inc., a Georgia Corporation

By *[Signature]*
Authorized Signatory

Kenneth Johnson, Florida Divisional Commander
(Print Name and Title)

20th day of October 2015.



ATTACHMENT I TO WORK AUTHORIZATION NUMBER 1

TSA is authorized to commence activities outlined in the Agreement and herein.

Scope of Services

I. Standards:

TSA shall adhere to the standards and other requirements set forth in the Work Authorization(s) and the Broward County Human Services Department, Community Partnerships Division, Handbook for Contracted Service Providers (Provider Handbook) and County's "Standards of Care."

II. Other Requirements:

A. TSA shall provide services to individuals and families with substance abuse disorder issues. The substance abuse disorders may range from those that comprise maladaptive patterns of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substance to substance dependence comprising cognitive, behavioral and physiological symptoms as a result of continued substance use.

1. TSA program shall allow homeless individuals and families' shelter and services for up to a year. The actual length of stay will typically be 60 days to 180 days for individuals and thirteen months for families (All stays more than 12 months must be pre-approved by the County).
2. TSA shall provide shelter and supportive services for homeless individuals and families who indicate a willingness to participate in developing and implementing a case plan that has a goal of self-sufficiency and reduction or elimination of substance use.
3. TSA shall provide services to include the provision of room and board, full-time residential management, transportation services, security, food, toiletries as needed and case management, including referrals to services, resources and mainstream benefits. Clients, when employed, will be required to contribute a share of their income for their own housing costs.
4. TSA shall contact clients within 24 hours of receipt of referral. Upon program entry, the client and Case Manager will work together to develop an Individualized Service Plan (ISP). The ISP will include short-term objectives and long-term goals, each with specific time frames for attaining the goals. Supportive services will be individualized for each Client and designed to meet specific needs.
5. TSA shall refer all families with children to the School Board of Broward County's Homeless Education Program Manager within 72 hours of entry to ensure education stability.
6. TSA shall provide single individuals dorm type rooms. TSA shall provide families with a large private room with bath. Meals are in two dining rooms. Each side of the facility has a large TV lounge and the women and family's area includes a large walled outdoor space with a playground for the children.
7. TSA Case manager(s) shall link the client to the appropriate support services both in house and in the community as an essential part of the client's journey from homelessness to self-sufficiency. TSA shall provide the following services:

- a. a non-profit group will provide personal finance classes that include money management and budgeting classes.
 - b. Meetings will be held at Salvation Army for a 12 Step Program.
 - c. The Broward County School Board will provide daily on-site GED classes for clients who haven't graduated from high school or those who need to upgrade basic skills in order to pursue higher education or become more job ready.
 - d. The Broward County Health Department and Broward Sheriff's Office will team up to provide HIV/AIDS prevention classes periodically as well as other health related services including vaccinations to clients.
 - e. Henderson Behavioral Health will provide mental health services including emergency assessments and individual counseling.
8. Upon successful completion of Case Plan goals or at 12 months (whichever comes first), Clients should move to subsidized or unsubsidized permanent housing and/or permanent supportive housing (if diagnosed with a substance abuse disability).

III. Unit Definition(s):

- A. Transitional Housing/Shelter (Individuals) (Taxonomy BH-8600): \$39.00 per Bed Night
- B. Transitional Housing/Shelter (Families)(Taxonomy BH-8600): \$59.00 per Bed Night



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SALVATION ARMY,
A GEORGIA CORPORATION FOR TARGETED SUBSTANCE ABUSE DISORDER TRANSITIONAL
HOUSING**

Agreement Number: 16-CP-HIP-8204-01

This First Amendment ("First Amendment") to the between Broward County and The Salvation Army, a Georgia Corporation, for Low-Demand Emergency Shelter, dated November 3, 2015(the "Agreement"), is entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and The Salvation Army., an active nonprofit Florida corporation ("TSA")(collectively the "Parties").

WHEREAS, the Parties entered into an Agreement, on November 3, 2015; and

WHEREAS, the Agreement authorizes the County Administrator to execute amendments containing modification(s), amendment(s), or alterations(s) to the terms and conditions of the Agreement when there is a change to the Scope of Services; Now, Therefore,

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree to amend the Agreement as set forth herein
2. Exhibit A, Agreement Specifications Section III. of the Agreement is hereby amended to read as follows:

A. Initial Term: ~~\$239,000.00~~ — ~~\$513,000.00~~

B. Option Period 1: ~~\$ 239,000.00~~ — ~~\$513,000.00~~

C. Option Period 2: ~~\$ 239,000.00~~ — ~~\$513,000.00~~

3. Exhibit D-1- Scope of Services is hereby amended to include a reference to Program #1 as follows:

Agreement #: 16-CP-HIP-8204-01

Provider: TSA

Program: Targeted Substance Abuse Disorder Transitional Housing

Program #: 1

4. Exhibit D-1 – Scope of Services is amended to add a Program #2, Low-Demand Emergency Shelter and the Scope of Services related to Program #2, a copy of the Program #2, Low-Demand Emergency Shelter, Scope of Services is attached hereto and incorporated herein.
5. Exhibit D-2 – Outcomes, is hereby amended to add Outcomes for Program #2, Low-Demand Emergency Shelter, a copy of the Outcomes for Program #2, Low-Demand Emergency Shelter, Scope of Services is attached hereto and incorporated herein.
6. This First Amendment shall be effective January 1, 2016. Except as expressly amended herein all, remaining terms and conditions of the Agreement (including all exhibits) shall remain in full force and effect.
7. Preparation of this First Amendment is a joint effort of the Parties.

8. This First Amendment 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.

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IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same on January 12, 2016, and The Salvation Army, signing by and through its Executive Director, duly authorized to execute same.

County

WITNESS:

Brandi Bryant
(Signature)
BRANDI BRYANT

(Print Name of Witness)

Broward County, by and through
its County Administrator
By *Bertha*
County Administrator
8th day of March, 2016

Andre Morrell
(Signature)
ANDRÉ MORRELL

(Print Name of Witness)

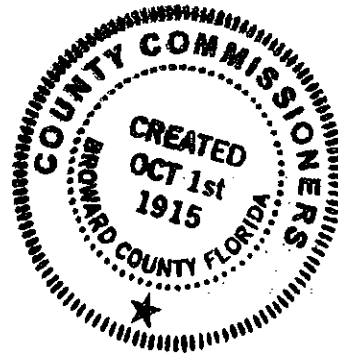
Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Approved as to insurance requirements
by Risk Management Division

By *Sharon V. Thorsen* 3/7/16
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

By *[Signature]* 3/4/16
Authorized Signature (Date)

Print/Type Name



SVT
#165 Salvation Army Targeted Substance Abuse 1st Amend
02/22/16

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SALVATION ARMY FOR TARGETED SUBSTANCE ABUSE DISORDER TRANSITIONAL HOUSING

TSA

WITNESSES #1:

The Salvation Army, A Georgia Corporation

Bonnee Cassidy
Signature

By: [Signature]
Authorized Signor

Bonnee Cassidy
Print Name of Witness above

Kenneth Johnson, Florida Divisional Commander
Print Name and Title

Signature

1 day of March, 2016

WITNESSES #2:

ATTEST:

Loren Lee
Signature

[Signature]
Corporate Secretary
David Erickson, General Secretary

Loren Lee
Print Name of Witness above

Signature

Print Name of Witness above

(SEAL OR NOTARY)

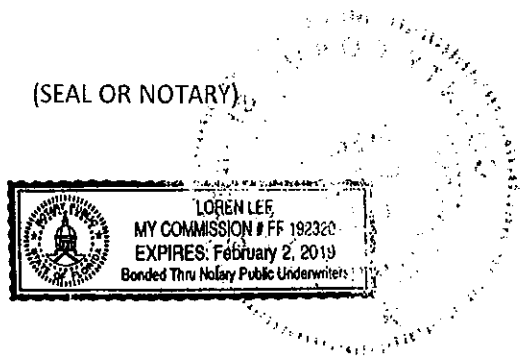


EXHIBIT D-1 – SCOPE OF SERVICES

Agreement #: 16-CP-HIP-8204-01

Provider: TSA

Program: Low-Demand Emergency Shelter

Program #: 2

I. Scope of Services:

A. Program description: For purposes of Program 2 of the agreement, TSA will provide 30 new targeted Low-Demand Emergency Shelter beds to reduce chronic homelessness, prioritize permanent supportive housing assistance in alignment with Housing First, HUD standards and County's "A Way Home" Plan.

B. Target population: Highly acute unsheltered chronic and non-chronic individuals in Broward County, age 18 or older, experiencing homelessness.

1. Eligibility criteria: Clients referred through the Coordinated Entry and Assessment Mobile Outreach services.

2. Documentation of eligibility: Documentation of eligibility as defined by HUD Category 1, Literally Homeless or Category 4, Fleeing / Attempting to Flee Domestic Violence.

C. A minimum of 120 unduplicated Clients shall be provided services under this Agreement annually.

D. Standards and Other Requirements: TSA shall adhere to the standards and other requirements set forth in the Work Authorization(s) and Provider Handbook.

E. Services to be Provided: TSA shall provide the following services, as further detailed in the "Scope of Services" section of the Work Authorization(s):

1. Emergency Shelter (Taxonomy BH-1800)

a. Cost per Unit of Service: \$25.00 (Individuals per bed night).

b. Required Staff Credentials/Licensure:

1. Clinical/Operations Director: Master's degree in Social Services with five years of experience in administration of social service programs

2. Program Coordinator: Master's degree in Social Work/Services, with three years of experience in the field of supervision of Substance Abuse Residential Programs

3. Case Manager: Bachelor's degree in Social Work, with a minimum of one year experience in homeless population substance abuse and/or Residential programs

4. Residential Monitors: High School Diploma/GED, with professional office experience and computer skills and minimum of two years' experience in homeless population

F. Subcontracting: None requested/allowed Allowed: N/A

G. Location(s), days, and hours of service: Services will be provided at 1445 West Broward Boulevard, Fort Lauderdale, Florida 33312. Services will be provided Monday through Friday,

from 8:30 AM to 5:00 PM. Case Managers work varying shifts to include day and evening hours to accommodate working clients. Offices are closed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

H. Commission Districts: At the date of execution of this Agreement, the Second Party's service hub(s) are located in the following Commission District(s): 7

II. Maximum Number of Units to be Purchased/Maximum Dollar Amount:

A. Units for Initial Term of Agreement:

Emergency Shelter 10,960

Units for Option Period 1, if exercised:

Emergency Shelter: 10,960

Units for Option Period 2, if exercised:

Emergency Shelter: 10,960

Units per Extension, if exercised: Shall be equal to a pro rata number of units of the then current annual units per service.

B. \$ Amount for Initial Term of Agreement: \$ 274,000.00

\$ Amount for Option Period 1, if exercised: \$ 274,000.00

\$ Amount for Option Period 2, if exercised: \$ 274,000.00

\$ Amount per Extension, if exercised: Shall be equal to a pro rata amount of the then current annual funding amount.

III. Outcomes/Indicators: Outcomes and indicators are attached as Exhibit D-2.

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EXHIBIT D-2 – OUTCOMES

TSA # 16-CP-HIP-8204-01 Low-Demand Emergency Shelter- Program #2

Program Name	Service Name/Taxonomy	Outcomes	Indicators	Data Source	Data Collection Method
Low-Demand Emergency Shelter	Emergency Shelter (Taxonomy BH-1800)	Clients exit to permanent housing.	30% of clients will exit the program to HUD defined positive outcome.	Completed Client assessment tools, Homeless Management Information System (HMIS) and/or case files	Monthly and Quarterly review of client assessments in HMIS and/or case files
		Length of stay for clients who exit to permanent housing.	30% of clients exiting to HUD defined positive outcome will have a length of stay of 60 days or less.		

HUD defined positive outcome includes: All Permanent Destinations listed in the HUD Annual Performance Report (APR – 625 HMIS), Transitional Housing, Safe Haven and Hotel or Motel Paid by Client

Organization Name	Project Name	Geo Code	Inventory Type	Bed Type	Target Pop. A
Broward House	Medical Respite (Non-County funded)	120954	C	Facility-based beds	SMF
Broward House	Medical Respite - (County Funded)	120954	C	Facility-based beds	SMF
Broward Outreach Center	N. Homeless Asst. Ctr.	122538	C	Facility-based beds	SMF+HC
Broward Outreach Center	NHAC Overnight	122538	C	Facility-based beds	SMF+HC
Broward Outreach Center	NHAC Tier Program	122538	C	Facility-based beds	SM
Broward Outreach Center	S. Homeless Asst. Ctr.	121320	C	Facility-based beds	SMF+HC
Broward Outreach Center	SHAC Overnight	121320	C	Facility-based beds	SMF+HC
Broward Partnership for the Homeless	C. Homeless Asst. Ctr.	120954	C	Facility-based beds	SMF+HC
Covenant House	County ESG 2014/2015 - 8 Beds	120954	C	Facility-based beds	YMF
Covenant House	Covenant House - Privately Funded Emerg Shelter	120954	C	Facility-based beds	YMF
Covenant House	Runaway Homeless Youth - Basic Center	120954	C	Facility-based beds	YMF
Hope South Florida	Elder Housing & Hope	120954	C	Facility-based beds	SMF
Hope South Florida	Faith in Action	120954	C	Other beds	HC
St. Laurence Chapel	SLC Low Barrier Overnight Beds (North HAC)	129011	U	Facility-based beds	SMF
The Salvation Army	Low Barrier Open Door	120954	C	Facility-based beds	SMF
The Salvation Army	TaskForce	120954	C	Facility-based beds	SMF
The Salvation Army	TSA - Low- Barrier Emergency Shelter program (County)	120954	N	Facility-based beds	SMF
Women in Distress	WID Ft. Lauderdale	120954	C	Facility-based beds	SMF+HC

HOUSING
CHART

Target Pop. B	McKinney- Vento	Beds HH w/ Children	Units HH w/ Children	Beds HH w/o Children	Beds HH w/ only Children	Other Federal Funding?
NA	No	0	0	15	0	No
NA	No	0	0	9	0	No
NA	No	40	10	140	0	No
NA	No	0	0	0	0	No
NA	No			20		No
NA	No	28	7	74	0	No
NA	No	0	0	0	0	No
NA	No	70	10	160	0	No
NA	Yes	0	0	8		No
NA	No	14	1	20	9	No
NA	No	0	0	0	16	Yes
NA	No			2		No
NA	No	26	7	0	0	No
	No			0	0	No
NA	No	0	0	45	0	No
NA	No	0	0	16	0	No
NA	No	0	0	30	0	No
DV	No	94	24	12	0	No
		Sum : 272	Sum : 59	Sum : 551	Sum : 25	

Other Federal Funding: CWT/TR	Other Federal Funding: BCP	Other Federal Funding: TLP	Other Federal Funding: MGH
No	Yes	No	No

Other Federal Funding: HOPWA	Other Federal Funding: PIH	Other Federal Funding: Other	Year-Round Beds	HMIS Beds HH w/ Children
			15	0
			9	0
			180	40
			0	0
			20	
			102	28
			0	0
			230	70
			8	0
			43	0
No	No	No	16	0
			2	
			26	26
			0	
			45	0
			16	0
			30	0
			106	0
			Sum : 848	Sum : 164

HMIS Beds HH w/o Children	HMIS Beds HH w/ only Children	% of HMIS Beds HH with Children	% of HMIS Beds HH without Children
0	0		
9	0		100%
140	0	100%	100%
0	0		
20			100%
74	0	100%	100%
0	0		
160	0	100%	100%
8			100%
0	0		
0	16		
2			100%
0	0	100%	
45	0		100%
16	0		100%
30	0		100%
0	0		
Sum : 504	Sum : 16		

% of HMIS Beds HH w/ only Children	Overflow Beds	HMIS Overflow Beds	PIT Count	Total Beds	Utilization Rate	Last Update On
	0	0	14	15	93%	4/21/2017 9:52
	0	0	9	9	100%	4/20/2017 14:11
		0	171	180	95%	4/24/2017 19:27
	30	0	21	30	70%	4/24/2017 19:30
			14	20	70%	4/17/2017 18:42
	0	0	105	102	103%	4/24/2017 19:18
	48	0	48	48	100%	4/25/2017 8:39
	3	3	231	233	99%	4/24/2017 17:45
			8	8	100%	4/24/2017 17:46
		0	43	43	100%	4/24/2017 21:34
100%			4	16	25%	4/21/2017 10:27
			2	2	100%	4/18/2017 14:32
			26	26	100%	4/18/2017 14:34
	29	0		29		4/28/2017 19:46
	0	0	44	45	98%	4/18/2017 14:11
	0	0	12	16	75%	4/20/2017 15:11
	0	0	28	30	93%	4/20/2017 16:22
	0	0	106	106	100%	4/20/2017 15:12
	Sum : 110	Sum : 3	Sum : 886			

Sec. 47-18.31. - Social service facility (SSF).

- A. Purpose. [Generally.] In the development and execution of this section it is recognized that there are some uses which, because of their very nature, are recognized as having serious objectionable characteristics, and that may result in adverse secondary effects on adjacent properties, particularly when several are concentrated together or are located in proximity to businesses of a community nature, residential areas, houses of worship and schools, or both thereby having a deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that the location and concentration of these uses will have a minimal negative impact on the surrounding neighborhood. These regulations are intended to establish criteria by which their use will have a minimum adverse impact on the surrounding properties.
- B. Definitions. For the purposes of this section, the following definitions shall apply:
1. Addiction treatment center. Any outpatient service, providing diagnostic or therapeutic services for alcoholism, drug abuse, or similar conditions. Clinics, professional offices or similar uses that provide addiction treatment counseling to individuals as part of a larger practice are not addiction treatment centers.
 2. City block. A subdivision of land consisting of a cluster of contiguous lots, parcels or tracts within common boundary lines as typified by a block as identified on subdivision plats recorded in the official record book of Broward County, Florida.
 3. Food distribution center. Any building or structure, or a portion thereof, of which the interior, or portion of the interior, is used to furnish meals to members of the public without cost or at a very low cost as a social service as defined herein. A food distribution center shall not be considered a restaurant.
 4. Outdoor food distribution center. Any location or site temporarily used to furnish meals to members of the public without cost or at a very low cost as a social service as defined herein and is generally providing food distribution services exterior to a building or structure or without permanent facilities on a property.
 5. Secondary social services. Social service such as counseling, education and referral, training, indoor recreational facilities and similar services supportive to the primary social services offered at a social service facility. Secondary social services may only be provided during day and evening hours as further defined in Section C.1.a and shall not include overnight accommodations.
 6. Social services. Any service provided to the public to address public welfare and health such as, but not limited to, the provision of food; hygiene care; group rehabilitative or recovery assistance, or any combination thereof; rehabilitative or recovery programs utilizing counseling, self-help or other treatment or assistance; and day shelter or any combination of same.
 7. Social service facility (SSF). A facility that provides social services as defined herein.

8. Social service facility—General. All social service facility uses described in this section excluding those uses further defined as an addiction treatment center, food distribution center or an outdoor food distribution center. Medical uses such as physical therapy or similar uses are not social service facility—general uses.
- C. Development standards.
1. General standards.
 - a. Hours of operation. An SSF shall only operate between the hours of 7:00 a.m. and 7:00 p.m. These hours may be extended if specifically approved by city commission resolution.
 - b. On-site waiting areas. Any waiting areas shall be located on the premise where services are provided. The owner or operator must ensure that persons receiving service do not block public access to sidewalks, rights-of-way or private property, and that emergency access points are clearly identified and maintained. The owner or operator must demonstrate that adequate space is available to accommodate the expected number of persons using the facility.
 - c. Outdoor uses. All exterior waiting areas and exterior activity areas associated with the social service facility shall be adequately buffered from abutting properties and streets with a fence, wall, or hedge that meets all ULDR requirements.
 - d. Management plan. All social service facilities will provide a management plan indicating compliance with Section C.2, specific standards, as well as including but not limited to the following:
 - i. Description of services provided;
 - ii. Facility capacity;
 - iii. Staff on premises;
 - iv. Residential provisions;
 - v. Security plan;
 - vi. Transportation provided;
 - vii. Restroom facilities;
 - viii. Trash receptacles;
 - ix. Lighting.
 - e. No more than one (1) social service facility use shall be allowed within a city block.
 2. Specific standards. Each type of SSF use shall be subject to the following specific standards:
 - a. Addiction treatment center (ATC). Shall be subject to the following:
 - i. Shall not be any closer than five hundred (500) feet from any another addiction treatment center.

- ii. Shall not be any closer than five hundred (500) feet from a residential property as defined in Section 47-35 of the ULDR.
 - iii. Shall not be located within five hundred (500) feet of the property line of any existing house of worship, any existing public or private school or day care facility, any existing public park or another social service facility.
- b. Food distribution center (FDC). Shall be subject to the following:
- i. Must provide an indoor dining area that meets all state, county and city requirements for food service establishments or similar uses.
 - ii. Shall not be closer than five hundred (500) feet from another food distribution center or outdoor food distribution center.
 - iii. Shall not be any closer than five hundred (500) feet from a residential property as defined in Section 47-35 of the ULDR.
 - iv. FDC is permitted as an ancillary use to houses of worship within any zoning district in which houses of worship are permitted as a principal use. A FDC permitted as an ancillary use to houses of worship is not subject to the separation requirements of Section 47-18.31 of the ULDR.
 - v. Shall provide restroom facilities or other similar facilities for persons preparing and serving food as well as for the persons being served food.
 - vi. Shall provide equipment and procedures for the lawful disposal of waste and wastewater at the property.
 - vii. Shall provide equipment and procedures at the property for hand washing.
 - viii. Shall have one (1) person, who will be present at the location at all times that food is being prepared and served, who has received food service manager certification under Section 509.039, Florida Statutes.
 - ix. Shall have adequate storage of food at a temperature of:
 - (a) 41°F or below; or
 - (b) 135°F or above.
 - x. Shall provide service of food within four (4) hours of preparation.
- c. Outdoor food distribution center (OFDC). Shall be subject to the following:
- i. If a dining area is provided, it shall meet all state, county and city requirements for food service establishments or similar uses.
 - ii. Shall not be closer than five hundred (500) feet from another food distribution center or outdoor food distribution center.

- iii. Shall not be any closer than five hundred (500) feet from a residential property as defined in Section 47-35 of the ULDR.
 - iv. Shall provide restroom facilities, portable toilets or other similar facilities for persons preparing and serving food as well as for the persons being served food.
 - v. Shall provide equipment and procedures for the lawful disposal of waste and wastewater at the location.
 - vi. Shall provide equipment and procedures at the location for hand washing.
 - vii. Shall provide written consent from the property owner to conduct that activity on the property.
 - viii. Shall have one (1) person, who will be present at the location at all times that food is being prepared and served, who has received food service manager certification under Section 509.039, Florida Statutes.
 - ix. Shall have adequate storage of food at a temperature of:
 - (a) 41°F or below; or
 - (b) 135°F or above.
 - x. Shall provide transportation of food in a clean conveyance.
 - xi. Shall provide service of food within four (4) hours of preparation.
 - xii. Where non-prepackaged food is served, a convenient hand washing facility for persons preparing and serving the food; which hand washing facility must at a minimum include:
 - (a) A five (5) gallon container with a spigot that provides free-flowing water and a catch bucket to collect wastewater from hand washing.
 - (b) Soap and individual paper towels.
 - xiii. Any wastewater generated at a location (including, but not limited to wastewater from hand washing, utensil washing, sinks, and steam tables) must be placed in a container approved by the director until properly disposed of into a sanitary sewer system or in a manner that is consistent with federal, state, and local regulations and requirements relating to liquid waste disposal.
- d. Social service facility—General (SSF-G). Shall be subject to the following:
- i. Shall not be any closer than five hundred (500) feet from any another social service facility.
 - ii. Shall not be any closer than five hundred (500) feet from a residential property as defined in the ULDR.

3. Exceptions to regulations. Social services may be provided in response to a declaration of a state of emergency by the city and such provisions of service shall not be subject to these requirements.
4. State agency approval. When one is required, evidence of preliminary state agency approval, such as a temporary license, probationary license, provisional license, interim license, conditional license, or a current state agency license shall be provided to the department.

D. Table 1—Allowable Uses by Zoning District. Permitted and conditional uses, by category. The location of all social service facilities shall be determined as designated below:

Zoning District	ATC	FDC	OFDC	SSF-G
RS-4.4	N	N	N	N
RS-8	N	N	N	N
RC-15	N	N	N	N
RD-15	N	N	N	N
RM-15	N	N	N	N
RML-25	N	N	N	N
RMM-25	N	N	N	N
RMH-25	N	N	N	N
RMH-60	N	N	N	N
MHP	N	N	N	N
RO	N	N	N	N
ROA	N	N	N	N
ROC	N	N	N	N
CB	N	N	N	N
B-1	N	N	N	N
B-2	N	N	N	N
B-3	C	P	P	C
I	N	N	N	N
CF	C	P	C	P

Zoning District	ATC	FDC	OFDC	SSF-G
CF-H	C	P	C	P
CF-S	N	C	C	C
CF-HS	N	P	C	P
P	N	N	N	N
T	N	N	N	N
U	N	N	N	N
PRD	N	N	N	N
ABA	N	N	N	N
SLA	N	N	N	N
IOA	N	N	N	N
NBRA	N	N	N	N
SBMH	N	N	N	N
RAC-CC	C	C	C	C
RAC-AS	C	C	C	C
RAC-UV	C	C	C	C
RAC-RPO	C	C	C	C
RAC-TMU	C	C	C	C
SRAC-SAe	C	C	C	C
SRAC-SAw	C	P	C	P
ID	C	C	C	C
GAA	N	N	N	N
AIP	N	N	N	N
PEDD	N	N	N	N
CR	N	N	N	N
CC	N	N	N	N

Zoning District	ATC	FDC	OFDC	SSF-G
H-1	N	N	N	N
X-Use	N	N	N	N

Legend:

P: Permitted.

C: Conditional Approval Required. See Sec. 47-24.3, Conditional Use Permit.

N: Not Permitted.

E. Level of Review.

1. Permitted Use SSF. Those SSF facilities listed as a permitted use in the zoning district as indicated in Table 1 shall be subject to review by the Development Review Committee in accordance with the standards of ULDR Sec. 47-24.2.
2. Conditional Use SSF. The review process for a conditional use permit for a SSF shall be the same as required for a site plan level III approval, as provided in Section 47-24.2, Site Plan Development Permit, subsection A.3.c. The general conditional use criteria as stated in 47-24.3, Conditional use permit requirements, shall not apply to SSF. The following review criteria shall be applied in considering an application for a conditional use permit for any SSF.

No conditional use SSF shall be approved unless it is demonstrated that each proposed facility or use has met all of the requirements of this section, including those requirements in the specific zoning district in which the proposed SSF is to be located, in addition to the following:

- a. Meet the criteria listed above.
- b. Site plan approval.
- c. Abatement of nuisance. The activities on the property of the facility shall not create or cause a nuisance to adjacent properties or surrounding community or a public nuisance or a violation of City Code by creating adverse conditions such as noise, odor, health hazard, glare or unlawful activities.
- d. Compatibility with the character of the area. The intensity of use of the proposed facility shall not adversely impact upon existing uses or change the character of the area in which it is located. This includes ensuring the use is compatible with the neighborhood within which it is located and that will be impacted by the use and mitigating any adverse impacts which arise in connection with the approval of the use or any continuation thereof. Conditions for approval may relate to any aspect of the development, including but not limited to height, bulk, shadow, mass and design of any structure, parking, access, public transit and landscaping requirements.

(Ord. No. C-97-19, § 1(47-18.30), 6-18-97; Ord. No. C-14-42, § 1, 10-21-14; Ord. No. C-15-10, § 3, 3-3-15)

Sec. 47-18.32. - Social service residential facilities (SSRF).

- A. A social service residential facility is intended to serve as a place for persons seeking habilitation, rehabilitation or recovery from any physical, mental, emotional or legal infirmity, or any combination thereof, in a family setting as part of a group habilitation, rehabilitation or recovery program utilizing counseling, self-help or other treatment or assistance.
- B. The SSRF category of uses includes, but is not limited to, foster homes; adult congregate living facilities; residential facilities for alcohol and drug rehabilitation, for spouse abuse care, for developmentally disabled or handicapped persons, for persons with mental health problems, and for dependant children. This category of uses also includes emergency shelters and juvenile and adult residential halfway houses. These facilities are to be distinguished from hotels, motels and apartments which are residences that offer living accommodations to the general public and serve no special group, nor offer special or personal services. This category of uses does not include lodging houses, nursing homes, hospitals, child or day care centers, or family day care homes, general hospitals, special hospitals, medical clinics, jails or prisons, or skilled medical service facilities. Social service residential facilities shall be categorized according to the number of residents, type or care of service provided and intensity of care provided.
- C. Definitions. For the purposes of this section, the following definitions shall apply:
1. Accessory shelter units: Any portion of a building or a structure that is accessory to the principal use and used as temporary housing for individuals and families and may include counseling, education and referral services for the temporary residents thereof. Temporary shall mean an average length of stay not exceeding thirty (30) days. The shelter unit portion of such a building or structure shall not exceed ten percent (10%) of the gross floor area of the total building or structure. However, in any case, the shelter unit floor area shall not exceed one thousand five hundred (1,500) square feet, whichever is less.
 2. Adult congregate living facility (ACLF): A facility, the specific use of which is to provide residential and habilitation services, including room and board and one (1) or more personal services to adults who require such services and are unrelated to the facility owner or operator. These facilities may offer central dining, personal and therapeutic care, and other services necessary to meet the needs of the residents. These include adult congregate living facilities as defined by F.S. § 400.402 and like residential retirement and life care facilities.
 3. Adult foster home: A full-time, family-type living arrangement, in a residence, under which a person or persons provide services of room, board, personal assistance, general supervision, and health monitoring for residents not related to the owner or operator of the dwelling unit who are aged or disabled adults placed in the home by the Florida Department of Health and Rehabilitative Services, including those defined in F.S. § 400.618.
 4. Child: A person less than eighteen (18) years of age.
 5. Emergency shelter facility for abused children and adults: A facility, the specific use of which is to provide room and board and protection, and which may offer counseling and preplacement screening for abused children or adults for an average stay of not over thirty (30) days per client.

6. Emergency shelter facilities: A facility, the specific use of which is to provide, without charge and for a period not to exceed an average stay of thirty (30) days per person, temporary protection, room and board, counseling and placement for individuals, families, or both, displaced from their residences as a result of domestic violence or other unforeseen events. This use includes facilities offering therapy, counseling, or both, for the purpose of providing temporary shelter for persons in distress such as runaway children, pregnant women and unwed mothers.
7. Family care homes: A facility in a residence providing support and supervisory personnel, the specific use of which is to provide room and board, personal care and habilitation services in a family environment for its residents, who because of a temporary or permanent physical, emotional or mental disability, desire a substitute home. A family care home provides one (1) or more personal services for persons not related to the owner or operator of the dwelling unit. The personal services, in addition to housing and food services, may include personal assistance with bathing, dressing, housekeeping, adult supervision, emotional security and other related services.
8. Family foster home: A residence in which children who do not reside with their parent or legal guardian are provided with twenty-four (24) hour per day care, supervision or both. Such homes include emergency shelter homes and specialized foster homes for children with special needs, including those defined in F.S. § 409.175.
9. Halfway house: A facility designed to provide a transitional living arrangement for persons in transition from residence in an institution or hospital, and who have special needs, such as mental patients, recovering alcoholics and individuals released from prison with the purpose of reentry into society.
10. Resident: Any person residing in and receiving care, personal service or supervision from a social service residential facility.
11. Resident capacity: For the purposes of determining facility capacity, resident capacity shall be considered the equivalent of "bed" capacity.
12. Skilled medical service facility: A facility, the specific use of which is to provide care or service by in-house or on-staff certified medical professionals for the purpose of supplying continuous or routine medical attention such as physical examinations, vital sign monitoring, diagnosis, testing and prescription assignment.
13. Social Service Residential Facility (SSRF): Is any building or buildings, section of a building, or distinct part of a building, residence, private home, structure, or other place whether operated for profit or not, which is noninstitutional in character, including but not limited to, facilities licensed, or monitored by the Florida Department of Health and Rehabilitative Services (HRS) to provide a family living environment that involves more than twenty-four (24) hour supervision or daily care or lodging, care or personal services for residents in order to meet the physical, emotional or socialization needs of the residents who are persons not related to the SSRF owner or operator. An SSRF does not include hotels, motels, apartments, boarding or rooming houses, nursing homes, hospitals, child or day care centers, or family day care homes, general hospitals, special hospitals, medical clinics, jails or prisons, or skilled medical service facilities.

14. Treatment and rehabilitation facilities: A facility which provides diagnostic or therapeutic services for its residents. Treatment and rehabilitation facilities may include an outpatient component where a resident may receive regular treatment at a hospital or clinic while maintaining residence at a SSRF facility. This use shall include facilities for the housing of residents who are victims of diseases determined by HRS standards to be noncommunicable, and residential treatment facilities (RTF) as defined in F.A.C. 10E-4.016(2)(s).
- D. SSRFs are divided into five (5) levels based upon resident population, the care or service provided by the facility and intensity of care.
1. Level I: A facility with a maximum of four (4) residents and not more than two (2) on-duty staff who may reside in the facility. The principal purpose of the residential facility shall be to provide a family-type living arrangement, including supervision and care necessary to meet the physical, emotional, personal and social needs designed to house certain clients of the Florida Department of Health and Rehabilitative Services or its designee.
 - a. Level I shall include only the following family foster home facilities:
 - i. Foster care facility for the developmentally disabled;
 - ii. Adult foster home for aged and disabled adults; and
 - iii. Family foster home for children (including those defined in F.S. § 409.175).
 - b. Level I facilities shall be required to be licensed by the Florida Department of Health and Rehabilitative Services to meet one (1) of these three (3) housing needs.
 2. Level II: A facility with a maximum of eight (8) residents and not more than two (2) on-duty staff, one (1) of which may be the resident supervisor, or such increased staff levels as may be required by HRS in a particular instance. The principal purpose of the facility shall be to provide personal care, shelter, sustenance or other support services. Level II SSRF shall include family care homes, adult congregate living facilities, adult and family foster homes, RTF levels IV and V, as defined in the Florida Administrative Code, and residential facilities for the developmentally disabled. Level II shall also include accessory shelter units and emergency shelters for abused children and adults.
 3. Level III: A facility with a maximum of sixteen (16) residents and not more than three (3) on-duty staff, one (1) of which may be the resident supervisor, or such increased staff levels as may be required by HRS in a particular instance. The principal purpose of the facility shall be to provide personal care, shelter, sustenance or other support services.
 - a. Level III social service residential facilities shall include RTF levels III, IV and V, adult congregate living facilities, adult and family foster homes, and residential facilities for the developmentally disabled. Level III shall also include accessory shelter units and emergency shelters for abused children and adults.
 4. Level IV: A facility designed to be occupied by seventeen (17) or more residents with staff levels as may be required by HRS. The principal purpose of the facility shall be to provide personal care, shelter, sustenance and other support services.

- a. Level IV shall include facilities for adult congregate living, mentally ill persons at RTF levels II, III and IV, as defined in the Florida Administrative Code, foster care, developmentally disabled.
5. Level V: A facility, the principal purpose of which shall be to provide personal care, shelter, sustenance or other support services, or other treatment and therapy, in addition to active programmatic efforts and may be designed to encourage entry or reentry into the community.
- a. Level V shall include emergency shelter facilities, RTF levels IA and IB, as defined in the Florida Administrative Code, treatment and rehabilitation facilities and facilities for mental health care, substance abuse care, halfway houses and similar facilities not provided for in this subsection.
- E. Standards for SSRF development approval.
1. No permitted SSRF use shall be granted development approval until the city has made a determination that the proposed SSRF has met all of the requirements of this chapter including those requirements in the specific zoning district in which the proposed SSRF is to be located. Prior to the issuance of any permits or use approval the applicant for the SSRF shall provide the city with evidence of applicable preliminary state agency approval or with a current state agency license when a license is required by state agency.
 - a. Conditional use SSRF. Development approval of a conditional use SSRF may be granted by the planning and zoning board after a recommendation of the development review committee.
 - b. No conditional use SSRF shall be approved unless it is demonstrated that each proposed facility has met all of the requirements of this chapter, including those requirements in the specific zoning district in which the proposed SSRF is to be located, has received applicable preliminary state agency approval or current state agency license when a license is required by any state agency and site plan approval. Recommendation and approval shall be based upon consideration of the following factors:
 - i. If a facility is proposed to be located in a residentially zoned area, it shall be developed in a manner that is compatible with the character of the surrounding area. This standard applies to design density, lot size, landscaping, building height limit, building site requirements, yard requirements, minimum floor area, lot coverage and open space.
 - ii. Any adverse impact on the abutting properties from the proposed facility, including but not limited to, outdoor lighting, noise and traffic generated by the proposed use, location of outdoor play area, parking, ingress and egress, loading and unloading, circulation area and location of streets and their capacity to carry the traffic generated by the proposed use.
 - c. An application for SSRF conditional use approval shall be submitted and reviewed in accordance with the requirements for a conditional use permit as provided in Section 47-24.3.

F. Schedule of permitted and conditional uses, by category of uses. The location of all SSRF shall be determined as designated on the matrix provided below:

Zoning District	Level I	Level II	Level III	Level IV	Level V
RS-4.4	P	N	N	N	N
RS-8	P	N	N	N	N
RC-15	P	N	N	N	N
RD-15	P	N	N	N	N
RM-15	P	C	N	N	N
RML-25	P	C	N	N	N
RMM-25	P	C	C	C	N
RMH-25	P	C	C	C	N
RMH-60	P	P	P	P	C
MHP	N	N	N	N	N
RO	P	P	P	C	C
ROA	P	P	C	N	N
ROC	P	P	P	C	C
CB	C	C	C	C	C
B-1	C	C	C	C	C
B-2	C	C	C	C	C
B-3	N	N	N	N	N
I	N	N	N	N	N
CF	P	P	P	C	C
P	N	N	N	N	N
T	N	N	N	N	N
U	N	N	N	N	N
PRD	N	N	N	N	N
ABA	N	N	N	N	N

Zoning District	Level I	Level II	Level III	Level IV	Level V
SLA	N	N	N	N	N
IOA	N	N	N	N	N
NBRA	N	N	N	N	N
SBMH	N	N	N	N	N
RAC-CC	C	C	C	C	N
RAC-AS	C	C	C	C	N
RAC-UV	C	C	C	C	N
RAC-RPO	C	C	C	C	N
RAC-TMU	C	C	C	C	N
GAA	N	N	N	N	N
AIP	N	N	N	N	N
PEDD	N	N	N	N	N
CR	N	N	N	N	N
CC	N	N	N	N	N
H-1	N	N	N	N	N
X-Use	N	N	N	N	N

Legend:

P: Permitted.

C: Conditional Approval Required. See Section 47-24.3, Conditional Use Permit.

N: Not Permitted.


G. Additional requirements.

1. Dispersal. The purpose of dispersal requirements is to further the objectives of this section by avoiding the undue concentration of SSRF facilities, thus preserving residential environment. The measurement for dispersal shall be made along a straight line from the nearest property line of the proposed facility (from the facility proposed for enlargement, increased licensed bed capacity, expansion or conversion) to the nearest property line of the closest existing facility.
 - a. Level I. Dispersal requirements shall not apply to any level I SSRF.


- b. Levels II, III, IV, and V. When the proposed SSRF is to be located in a residential district, the following dispersal distances shall be applied to all SSRF, whether located in a residential district or a nonresidential district. No portion of any level II, III, IV or V SSRF shall be permitted, or shall be enlarged or expanded, or increased in size or number of persons licensed to be served by the State of Florida or Broward County when it is located within a distance of one thousand five hundred (1,500) feet from any other property with a level II, III, IV or V SSRF or from any other property containing a small, intermediate or large child day care facility as defined in Section 47-18.8 located in either a residential or nonresidential district.
 - c. Dispersal requirements shall not apply to SSRF facilities on property located entirely within nonresidential districts. However, SSRF proposed to be located in nonresidential districts shall be one thousand five hundred (1,500) feet from any existing SSRF or child day care center in a residential district.
2. Floor area requirements.
- a. Level I. No minimum, except as required by the underlying zoning district requirements and as required by state agencies.
 - b. Levels II, III, IV and V. In addition to the minimum floor area requirements of the underlying zoning district, the following floor area shall be provided:
 - i. Bedroom space: In a sole occupancy bedroom, a minimum of ninety (90) square feet of floor area shall be provided.
 - ii. In a multiple occupancy bedroom, a minimum of sixty (60) square feet of floor area per adult resident and a minimum of fifty (50) square feet of floor area per child resident shall be provided.
 - iii. Bedroom floor area requirements may be reduced by the planning and zoning board when:
 - a) The size of a bedroom or bedrooms within an existing conforming structure requires such reduction; or
 - b) A commensurate increase in the living and recreation space of the facility is proposed; or
 - c) The relative stay of the residents dictates such reduction (i.e., facility provides primarily short term housing).
 - iv. Living/dining/recreation space: A minimum of forty (40) square feet of floor area per resident shall be provided for living, dining and recreation area.
3. Outdoor recreation space.
- a. Level I. A minimum of one thousand five hundred (1,500) square feet of outdoor recreation space, three hundred (300) square feet of which shall be landscaping, shall be required.

- b. Levels II, III, IV and V. A minimum of thirty (30) square feet of outdoor recreation space per resident shall be required. One-third (1/3) of said area shall be landscaping.
 - c. Adult foster home facilities, family foster home facilities and short-term emergency facilities, including but not limited to, shelter units, emergency shelter facilities for abused children and adults, and emergency shelter facilities, as defined in this section, shall be exempt from the requirements for outdoor recreation space.
 - d. When all residents of the SSRF facility are nonambulatory, the requirements of this subsection shall be met by providing one thousand five hundred (1,500) square feet of outdoor recreation space, of which three hundred (300) square feet shall be landscaping.
- H. Administrative requirements. In addition to the requirements of the ULDR, all SSRF shall comply with the applicable statutory and administrative rule requirements of the State of Florida.
- I. The director shall coordinate with applicable state and local agencies to ensure a mutual effort in the exchange of information relative to the enforcement of this section.
- J. General administration. To ensure the enforcement of this section and to protect and promote the health, safety, and welfare of SSRF residents and the citizens of the city, the department shall require that an applicant for a SSRF use provide evidence of preliminary state agency approval, such as a temporary license, probationary license, provisional license, interim license, conditional license, or a current state agency license when one is required.
- K. The applicant for a SSRF shall submit to the department information regarding the proposed facility's location, maximum number of residents, building and site plans, and all other documentation, plans, and calculations necessary to show compliance with the applicable requirements of the State of Florida and the ULDR.

(Ord. No. C-97-19, § 1(47-18.31), 6-18-97)

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 40.77594580
Mar. 04, 2014 LTR 4168C 0
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 THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% LEGAL DEPARTMENT
1424 NORTHEAST EXPRESSWAY
ATLANTA GA 30328

9103

Employer Identification Number: 58-0660607
Person to Contact: A.BOWLDS
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 18, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in OCTOBER 1955.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(i).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

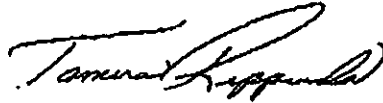
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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Mar. 04, 2014 LTR 4168C 0
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THE SALVATION ARMY
TERRITORIAL HEADQUARTERS
% LEGAL DEPARTMENT
1424 NORTHEAST EXPRESSWAY
ATLANTA GA 30328

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Tamera Ripperda
Director, Exempt Organizations

Page, Cheryl

From: Lilly.Gallardo@uss.salvationarmy.org
Sent: Wednesday, February 07, 2018 4:09 PM
To: Wright, Michael
Cc: Williams, Esau; Lilly Gallardo; Mcguire, Rebecca; Batchelder, Susan; Keath.Biggers@uss.salvationarmy.org
Subject: Re: FY 19 Homeless Low Barrier Shelter Program

Hello Michael

Yes. The Salvation Army is committed to operate the 30 Bed Emergency Shelter program in a unit of service starting October 1, 2018 at a rate of \$26.25 per client per night up to a total of \$280,850 per year. The program will serve a minimum of 60 individuals per year.

Outcomes will reflect:

30% of clients exiting from the Emergency Shelter Program will enter a HUD defined positive outcome defined as Targeted Substance Use Disorder Transitional Housing; and/or Permanent Housing (Rapid Rehousing, Permanent and/or Permanent Supportive Housing)

If you need additional clarification please do not hesitate to contact us.

Sincerely,

Lilly Gallardo, LCSW
Director of Program Services
Ph. 954-524-6991
Fx. 954-467-0681

From: "Wright, Michael" <MWRIGHT@broward.org>
To: Lilly Gallardo <lilly_gallardo@uss.salvationarmy.org>
Cc: "Williams, Esau" <ESWILLIAMS@broward.org>, "Batchelder, Susan" <SBATCHELDER@broward.org>, "Mcguire, Rebecca" <RMCGUIRE@broward.org>
Date: 02/07/2018 03:36 PM
Subject: FY 19 Homeless Low Barrier Shelter Program

Good afternoon Lilly – I am writing to request confirmation that The Salvation Army is committed to operating the 30 Bed Low-Barrier Shelter Program in a unit of service based scope of services beginning on October 1, 2018 through September 30, 2019.

The Low-Barrier Emergency Shelter program expects to serve 120 unduplicated clients annually at a unit rate of \$26.25 a bed night for \$280,850 annually. The Low-Barrier Emergency Shelter Program includes the following Outcome/Indicator:

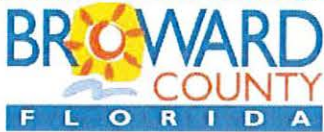
- 30% of exits from the Low-Barrier Shelter Program will enter a HUD defined positive outcome defined as Targeted Substance Use Disorder Transitional Housing; and/or Permanent Housing (Rapid Rehousing, Permanent and/or Permanent Supportive Housing).

Please review and respond as soon as possible.

Best regards,
Michael

PLEASE NOTE: If you are experiencing homelessness, please do not wait for a response; dial the Homeless Helpline 954-563-4357 to initiate intake for homeless services.

Michael R. Wright, MPA
Homeless Initiative Partnership /
Continuum of Care Administrator
115 S. Andrews Ave, Room A370, Fort Lauderdale, FL 33301
Office: 954-357-6167; Cell 954-802-4512; Fax 954-357-5521
<http://www.broward.org/HumanServices/CommunityPartnerships/>



Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.