

**CITY OF FORT LAUDERDALE
FY 2026 NOT FOR PROFIT SERVICE AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2026 NOT FOR PROFIT SERVICE AGREEMENT, (“Agreement”), made and entered this ___ day of _____ 2026 , (“Effective Date”), is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose principal place of business is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and HomesUnited Ministries Inc., a Florida not for profit corporation, (“Contractor” or “HomesUnited”), whose principal address is 3101 North Federal Highway, Suite 600, Fort Lauderdale, FL 33306.

WHEREAS, HomesUnited Ministries was founded on June 12, 2021, with the mission to provide comprehensive support and housing solutions for individuals experiencing homelessness or at risk of homelessness; and

WHEREAS, through innovative solutions and dedicated programs, HomesUnited aims to create a replicable model to address the homelessness crisis in Broward County and beyond, ensuring that homelessness becomes brief, rare, and non-reoccurring; and

WHEREAS, HomesUnited’s vision is to end homelessness in Broward County and create a replicable model for addressing homelessness on a national level. HomesUnited believes that every individual deserves to have a safe and stable place to call home, and that it is our responsibility as a community to come together and provide the necessary resources and support to make this a reality; and

WHEREAS, HomesUnited is entering into this Agreement to provide at least ten (10) beds (accommodating both male and female participants) for individuals experiencing homelessness, and residing within the corporate limits of the City of Fort Lauderdale, Florida; and

WHEREAS, the City is providing funds to HomesUnited to place eligible individuals experiencing homelessness with a behavioral health concern or mental health diagnosis in shared housing Mental Health Respite or Transitional Housing Placement based on initial assessment conducted by Henderson Behavioral Health; and

WHEREAS, HomesUnited shall provide support services including, but not limited to, assistance to apply for government benefits such as the Supplemental Nutrition Assistance Program (SNAP), SSI/SSDI via SSI/SSDI Outreach, Access, and Recovery (SOAR) certified staff , limited case management and referrals for same, housing navigation, legal aid, employment support services, day programming opportunities, daily meals, showers, housing, house/property management, security, utilities, and internet services to eligible individuals experiencing homelessness to enhance the ability of recipients to achieve stable housing, become self-sufficient, and improve public health, safety, and welfare thereby serving a legitimate public and municipal purpose.

NOW, THEREFORE, the City and HomesUnited agree as follows:

I. SCOPE OF SERVICES

HomesUnited shall use funds provided by the City pursuant to this Agreement to address homelessness through behavioral health treatment and support services designed to benefit the homeless population within the corporate limits of the City of Fort Lauderdale, Florida. Such services shall include the following:

- A. To ensure placement suitability, the City will run criminal background checks for individuals experiencing homelessness with demonstrated behavioral health concerns and/or a mental health diagnosis being referred to HomesUnited via Community Court, the Fort Lauderdale Police Department's Homeless Outreach Team (HOT), Fire Rescue Mobile Integrated Healthcare team, or Fort Lauderdale Police Department's Co-Responder team.
- B. Henderson Behavioral Health shall conduct a full behavioral health evaluation assessment (and up to a twenty-four (24) hour psychiatric hold in their Crisis Stabilization Unit if deemed appropriate) for each homeless individual referred by the City to determine suitability for admission to Mental Health Respite or Transitional Housing Placement.
- C. Homeless individuals deemed appropriate for voluntary admission to HomesUnited to receive behavioral health treatment and support services must have the ability to administer their own psychotropic or other medication as medically prescribed (if applicable) and actively participate toward achieving their treatment goals for up to 90-days. At the 90-day mark, participants making marked improvement will be assessed for an extension not to exceed an additional 90-days (maximum treatment stay up to 180 days / 6-months and in no event beyond the term of this Agreement, which term may be extended upon approval of the parties as provided for in this Agreement).
- D. Homeless individuals referred to HomesUnited for behavioral health treatment and support services will receive daily meals (breakfast, lunch, and dinner), and HomesUnited will arrange transportation for clients to attend appointments aligned with their treatment plan goals.
- E. HomesUnited will attend and participate in the City's weekly Community Court to provide program information and preliminary assessments for individuals experiencing homelessness who may be viable candidates for program admission.
- G. HomesUnited will participate in at least monthly meetings with the City to formally report on the progress of individuals referred by the City who are receiving behavioral health treatment and support services.
- H. HomesUnited will be responsible for maintaining and reporting on services provided in accordance with City requirements.

- I. HomesUnited shall only accept those individuals who qualify for services as provided for in Exhibit A attached hereto.
- J. HomesUnited will strive to achieve the minimum performance measures as provided for in Exhibit B.
- K. HomesUnited will collect information and data necessary for City to assess the performance measures provided for in Exhibit B.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from April 1, 2026, through September 30, 2026. The effectiveness of this Agreement is subject to and conditioned on the City’s budget appropriation to fund this Agreement and the availability of funds. With the City Manager’s approval, the City reserves the right to extend this Agreement for two (2) one-year terms, if mutually agreed to by amendment to this Agreement and signed by both parties. In the event the term of this Agreement extends beyond the end of the City’s fiscal year, to wit, September 30th, the continuation of this Agreement beyond the end of the City’s fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

III. PAYMENT

The total amount to be paid by the City during this initial term of this Agreement shall not exceed **\$125,000.00**. Funds will be distributed to HomesUnited on a monthly reimbursement basis during the initial term of this Agreement. Homes United will invoice the City for services provided beginning April 1, 2026, and ending on September 30, 2026. Temporary residential placement for behavioral health treatment and support services will be billed at a rate of \$50.00 per day not to exceed a total of 180 days per participant. Expenditures for participant transportation will be reimbursed monthly on a cost-reimbursement basis, upon receipt of supporting documentation.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City’s Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

A. HomesUnited shall not use City funds for:

- Profit
- Alcoholic beverages
- Staff bonuses
- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Costs due to negligence
- Debt
- Unemployment compensation
- Worker’s Compensation Insurance
- Recreational activities
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Luxury items as determined by the City in the City’s sole discretion
- Cable or satellite television

- Audit services
- Taxes
- Any activity that would violate any applicable law, ordinance, or regulation

IV. FINANCIAL REPORTING

Within ninety (90) days after the close of HomesUnited's fiscal year, HomesUnited shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement and summary report shall be certified by a Certified Public Accountant. The financial statement and summary report shall be directed to the City as follows:

CITY OF FORT LAUDERDALE
 Community Services Department
 C/O 101 NE Third Avenue, Suite 2100
 Fort Lauderdale, FL 33301

This section shall survive expiration or early termination of this Agreement.

V. NOTICES

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City
 City Manager
 City of Fort Lauderdale
 101 Third Avenue, Suite 2100
 Fort Lauderdale, FL 33301

HomesUnited
 Duane Mellor, President
 HomesUnited Ministries
 3101 North Federal Highway, Suite 600
 Fort Lauderdale, FL 33306

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. HomesUnited shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as HomesUnited is an independent contractor.

B. Indemnification

HomesUnited shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from HomesUnited's acts or omissions in HomesUnited's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. This Section shall survive the expiration or early termination of this Agreement.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 1 E. BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

Any of the following events shall constitute an "event of default" pursuant to this Agreement:

1. HomesUnited fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of HomesUnited herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If HomesUnited files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of HomesUnited for all or any part of the properties of HomesUnited; or if within ten (10) days after commencement of any proceeding against HomesUnited, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of HomesUnited, of any trustee, receiver, or liquidator of HomesUnited, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such

stay, such appointment shall not have been vacated.

3. HomesUnited's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and HomesUnited shall have thirty (30) days within which to cure such default. If HomesUnited fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

F. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

G. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

H. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel.

I. Compliance

HomesUnited shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

J. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, HomesUnited, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of HomesUnited. HomesUnited shall provide the City a certificate of insurance evidencing such coverage. HomesUnited's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by HomesUnited shall not be interpreted as limiting HomesUnited's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by HomesUnited for assessing the extent or determining appropriate types and limits of coverage to protect HomesUnited against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HomesUnited under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of HomesUnited. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$500,000 combined single limit each accident.

If HomesUnited does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2025). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

HomesUnited waives, and HomesUnited shall ensure that HomesUnited's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Insurance Certificate Requirements

- a. HomesUnited shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- b. HomesUnited shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. If the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of HomesUnited to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of HomesUnited following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, HomesUnited shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21 Street
Fort Lauderdale, FL 33316

HomesUnited has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at HomesUnited's expense.

If HomesUnited's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, HomesUnited may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

HomesUnited's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by HomesUnited that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, HomesUnited must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of HomesUnited's insurance policies.

HomesUnited shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to HomesUnited's insurance company or companies and the City's Risk Management office, as soon as practical.

It is HomesUnited's responsibility to ensure that any and all of HomesUnited's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of HomesUnited.

K. Subcontractors

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

L. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.L., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this section VI.L. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

M. Audit

The City or the City's designee may audit the books, records, and accounts of HomesUnited that are related to this Agreement. HomesUnited shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. HomesUnited shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has

been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, HomesUnited shall retain the books, records, and accounts until resolution of the audit findings. HomesUnited shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by HomesUnited. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

N. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

O. Waiver

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

P. Entire Agreement

This Agreement shall constitute the entire agreement between City and HomesUnited for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and HomesUnited with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by HomesUnited without the prior written consent of the City. All representations and warranties made herein regarding HomesUnited's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

Q. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

R. Termination for Convenience

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to HomesUnited, in which event, HomesUnited shall be paid its compensation for services performed up to the termination date. In the event that HomesUnited abandons this Agreement or causes it to be terminated, HomesUnited shall indemnify the CITY against any losses pertaining to such termination.

S. Attorney Fees

In the event that either party brings suit for enforcement of this Agreement, HomesUnited shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

T. Legal Representation

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

U. Anti-Human Trafficking

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

V. Foreign Countries of Concern

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

W. HomesUnited shall indemnify, defend, and hold harmless the State of Florida and the Department of Children and Families, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by HomesUnited, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by HomesUnited, their agents, employees, partners or subcontractors; provided, however, that HomesUnited will not indemnify for that portion of any loss

or damages proximately caused by the negligent acts or omissions of the Department.

X. Reporting Arrests

Should any of HomesUnited's employees be arrested, HomesUnited shall report such arrests within two business days to the Florida Office of Inspector General. Failure to comply with this requirement could result in the termination of this Agreement. Arrests may be reported to the OIG through the OIG web complaint form at the following link:

<https://forms.office.com/pages/responsepage.aspx?id=SLoN94OyV0yIMctBFEWpTB6v%204ko2zdZLnwPjVTDOR55UQVlzTVBRShMVkVNNzlaU1UwNUJISk9XRyQIQCN0PWc%20u&route=shorturl%20or%20via%20email%20at%20IG.Complaints@myflfamilies.com&idchked=true>

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

ATTEST:

City of Fort Lauderdale

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams
City Manager

Approved as to form and correctness:
Shari L. McCartney, City Attorney

Eric W. Abend
Senior Assistant City Attorney

WITNESSES:

[Signature]
Signature
Karen Tulloch
Print Name

HomesUnited Ministries Inc.
[Signature]
Duane Mellor, President

[Signature]
Signature
Christine Gociata
Print Name

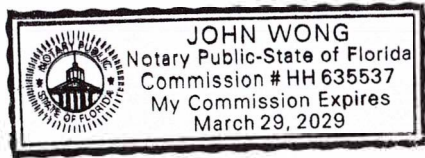
(Corporate Seal)

ATTEST:
[Signature]
Trey Miller
Co-Founder and Secretary

STATE OF FLORIDA:
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of February, 2026, by Duane Mellor, as President for HomesUnited Ministries Inc., a Florida not for Profit Corporation.

(SEAL)



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

[Signature]
(Print, Type, or Stamped Commissioned Name of Notary Public)

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

EXHIBIT A – ELIGIBILITY CRITERIA

1.	Individuals identified for services must be at least 21 years of age and must be experiencing homelessness within the City of Fort Lauderdale boundaries.
2.	Individuals identified for services must have behavioral health / mental health concerns or a formal mental health disorder diagnosis and be economically disadvantaged (unemployed or underemployed).
3.	Individuals identified must be referred to HomesUnited via Community Court, the Fort Lauderdale Police Department's Homeless Outreach Team (HOT), Fire Rescue Mobile Integrated Healthcare team, or Fort Lauderdale Police Department's Co-Responder team.
4.	Prior to placement with HomesUnited, Henderson Behavioral Health shall conduct a full behavioral health evaluation assessment (and up to a twenty-four (24) hour psychiatric hold as deemed appropriate) for each homeless individual referred by the City to determine suitability for placement.

EXHIBIT B - MINIMUM PERFORMANCE MEASURES

B.1. MINIMUM PERFORMANCE MEASURES

The following minimum quantitative performance measures shall be maintained during the term of this contract.

B.1.1	Program Retention Rate: 60% of participants remain enrolled in the program 30 days after intake.
B.1.2	Housing Success Rate: 50% of participants are in stable housing (permanent/transitional/alternative program) or have been reunified with family or friends.
B.1.3	Self-Sufficiency Progression: 50% of participants are self-paying by 90-days after program entry.

B.2. PERFORMANCE EVALUATION METHODOLOGY

B.2.1	Measure B.1.1. will be determined by dividing the number of program participants enrolled at the 30-day mark by the total number of program participants in the program x 100
B.2.2	Measure B.1.2. will be determined by dividing the number of program participants in stable housing/alternate program or reunified by the total number of participants in the program x 100.
B.2.3.	Measure B.1.3. will be determined by dividing the number of program participants who are self-paying at 90 days by the total number of participants in the program x 100.