Exhibit 1

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SALVATION ARMY FOR RAPID REHOUSING AND LOW DEMAND EMERGENCY SHELTER

Agreement #22-CP-HIP-9026-01

This is a fourth amendment ("Fourth Amendment") to an agreement between Broward County, a political subdivision of the State of Florida ("County"), and The Salvation Army, an active Georgia nonprofit corporation, duly authorized to do business in Florida ("Provider"), for Rapid Rehousing and Low Demand Emergency Shelter (the "Agreement"). County and Provider are each a "Party" and collectively referred to as the "Parties."

RECITALS

A. The Parties entered into the original Agreement on June 1, 2022.

B. The Parties subsequently amended the Agreement through the following: (i) Contract Adjustment #1 on August 26, 2022, to decrease Program 1 funding and increase Program 2 funding for the Initial Term; (ii) a First Amendment on January 30, 2023, to add Program 3, increase the number of emergency shelter beds under Program 2, and add new services to Program 2; (iii) a Second Amendment on August 22, 2023, to extend Program 3 and increase Program 2 and Program 3 funding for Option Period 1; (iv) Contract Adjustment #2 on September 29, 2023, to increase Program 1 funding and decrease Program 2 funding for Option Period 1; and (v) a Third Amendment on December 15, 2023, to increase Program 2 funding for Option Period 2 and extend Program 3.

C. The Parties are currently in Option Period 2 and now desire to amend Section 15.23., Emergency Conditions, of the Agreement.

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

1. Section 15.23., Emergency Conditions, of the Agreement is amended as follows:

15.23. Emergency Conditions. Except where otherwise provided by law or where Provider is otherwise directed by appropriate authority, Provider ~~will~~ may provide ~~any supportive or recovery related service~~ mass care and recovery-related services ~~as requested by~~ in coordination with County during and after Emergency Conditions. These services may include but are not limited to distributing food, water, and ice, and providing case management services to Disaster Evacuees~~ at an emergency shelter or any other locations in Broward County as determined by County, through its Contract Administrator~~. Individuals who have been displaced or affected by the Emergency Conditions are referred to as "Disaster Evacuees." Emergency Conditions include but are not limited to:

15.23.1. 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 starts when a State of Emergency is declared by federal, state, or local government; or

15.23.2. Any natural event, local or geographical in size, that (i) does not require assistance from the ESF #6/Human Services Branch by the Broward Emergency Division; or (ii) is not declared by federal, state, or local government as a State of Emergency but is declared by the County Administrator as an event that requires emergency supportive or recovery-related services on a large scale.

...

2. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement (as previously amended), the Parties agree that this Fourth Amendment will control. The Agreement, as amended herein by this Fourth Amendment, incorporates, and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Fourth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.

3. Provider acknowledges that through the date this Fourth Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

4. This Fourth Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

5. This Fourth Amendment is effective upon execution. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.

6. The Parties have jointly prepared this Fourth Amendment.

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Coding: Words in ~~struck-through~~ type are deletions from existing text.
Words in <u>underscored</u> type are additions.

IN WITNESS WHEREOF, the Parties have made and executed this Fourth Amendment to the Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 16th day of April 2024, and The Salvation Army, signing by and through its Assistant Treasurer, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____

Broward County, by and through its
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: ANGELA M. RODRIGUEZ
Digitally signed by ANGELA M. RODRIGUEZ
Date: 2024.03.05 15:13:46 -05'00'

Angela M. Rodríguez (Date)
Assistant County Attorney

By: Danielle W. French, Esq.
Digitally signed by Danielle W. French, Esq.
Date: 2024.03.05 16:15:21 -05'00'

Danielle W. French (Date)
Deputy County Attorney

AMR/bh
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THE SALVATION ARMY
FOR RAPID REHOUSING AND LOW DEMAND EMERGENCY SHELTER

PROVIDER

The Salvation Army

By: Philip Swyers
Authorized Signature

Philip Swyers Assistant Treasurer - BOT
Print/Type Name and Title above

2/21/2024 | 9:32:34 AM EST
_____ day of _____, 2024