

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A resolution of the City Commission approving and authorizing the proper city officials to execute a subgrantee agreement between the City and Changing Directions 4 Youth & Families, Inc. providing for the funding and administration of Children's Services Council funds for the Maximizing Out-Of-School (MOST) Summer Only Program at the McNair Recreation Center.

Summary of Purpose and Why:

A resolution of the City Commission approving and authorizing the proper city officials to execute a subgrantee agreement between the City and Changing Directions 4 Youth & Families, Inc. providing for the funding and administration of Children's Services Council funds for the Maximizing Out-Of-School (MOST) Summer Only Program at the McNair Recreation Center.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
- (3) Expiration of contract, if applicable: May 1 – September 15, 2011
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	4/12/11	Approve <i>mb</i>	Parks & Recreation Memo 11-A067
Budget	4/15/11	Approve	<i>[Signature]</i>
Finance	4/15/11	Approve	<i>[Signature]</i>
City Attorney	4/18/11	<i>[Signature]</i>	<i>[Signature]</i>

City Manager

[Signature: Dennis W. Seod]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
1 st Reading	1 st Reading	Results: Results:
2 nd Reading		

PARKS AND RECREATION DEPARTMENT
MEMORANDUM 11-A067

DATE: April 11, 2011
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator
SUBJECT: Resolution – Subgrantee Agreement between the City of Pompano Beach and Changing Directions 4 Youth & Families, Inc. – Maximizing Out-Of-School Time (MOST) Summer Only Program

Please place the attached resolution on the April 26, 2011, City Commission agenda. The Resolution is to enter into a subgrantee agreement between the City of Pompano Beach and Changing Directions 4 Youth & Families, Inc. to provide for the funding and administration of the Children's Services Council Funds for the Maximizing Out-Of-School Time (MOST) Summer Only Program. Once we enter into this agreement Changing Directions 4 Youth & Families and city staff will operate a summer program for children ages 6-11 at the McNair Recreation Center from June 14–August 12, 2011.

If you need any additional information or have questions please call me.

afh

Attachment

cc: Joyce Jackson, Recreation Manager
Bapthol Joseph, CEO – Changing Directions 4 Youth & Families



City Attorney's Communication #2011-878

March 25, 2011

TO: Mark A. Beaudreau, Interim Parks and Recreation Director

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney *GL*

RE: Resolution – Subgrantee Agreement – C.D. Youth Summer 2011 Maximizing Out of School Time Program

As requested in your memorandum of March 22, 2011, Parks and Recreation Department Memorandum 11-A062, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBGRANTEE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHANGING DIRECTIONS 4 YOUTH & FAMILIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CHILDREN'S SERVICES COUNCIL FUNDS FOR THE MAXIMIZING OUT-OF-SCHOOL TIME (MOST) SUMMER ONLY PROGRAM AT THE MCNAIR CENTER; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

Jill R. Mesojedec

JILL R. MESOJEDEC

l:cor/recr/2011-878
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBGRANTEE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CHANGING DIRECTIONS 4 YOUTH & FAMILIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CHILDREN'S SERVICES COUNCIL FUNDS FOR THE MAXIMIZING OUT-OF-SCHOOL TIME (MOST) SUMMER ONLY PROGRAM AT THE MCNAIR CENTER; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Subgrantee Agreement between the City of Pompano Beach and Changing Directions 4 Youth & Families, Inc. providing for the Funding and Administration of Children's Services Council Funds, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Changing Directions 4 Youth & Families, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

SUBGRANTEE AGREEMENT

Between

CITY OF POMPANO BEACH, FLORIDA

And

CHANGING DIRECTIONS 4 YOUTH AND FAMILIES, INC.

PROVIDING FOR THE FUNDING & ADMINISTRATION OF Children's Services Council FUNDS

THIS AGREEMENT, entered into this __ day of April, 2011, between the City of Pompano Beach, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and Changing Directions 4 Youth and Families, Inc., hereinafter referred to as the (AGENCY) to fund:

PROJECT NAME & ADDRESS: Maximizing Out of School Time – Contract 08-2947
MOST Summer Only
McNair Recreation Center
951 NW 27 Avenue, Pompano Beach FL 33060

FUNDING SOURCE(s) AND AMOUNT: Children's Services Council of Broward County
\$83,057.00
City of Pompano Beach
\$21,302.00 (In-Kind Services)

TAX IDENTIFICATION NUMBER: 16-03-347266-52C

NOW THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 AGENCY

The Term "AGENCY" is used herein shall mean Changing Directions 4 Youth and Families, which is an entity outside of the CITY government that requested and received CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY funds to carryout project(s) funded through this Agreement.

1.2 PROJECT(S)

The term "PROJECT(s)" as used herein shall mean the activities funded in whole or in part with CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY funds.

1.3 CHILDREN'S SERVICES COUNCIL

The term "CSC" as used herein shall mean the Children's Services Council of Broward County.

1.4 CITY

The term "CITY" as used herein shall mean the City of Pompano Beach, Florida.

1.5 PARKS AND RECREATION DEPARTMENT (P&R)

The term "PARKS AND RECREATION DEPARTMENT (P&R)" as used herein shall mean the Parks & Recreation Department, the Department responsible for administering the funds.

**ARTICLE II
REGULATIONS AND RESPONSIBILITIES**

2.1 CITY/COUNTY/STATE/ FEDERAL REGULATIONS

As a result of federal and state regulations and guidelines concerning funding Agreements to AGENCY, the CITY developed certain policy procedures in this Agreement to govern the activities(s) operated by the AGENCY by incorporating those regulations. Failure on the part of the AGENCY or its Agents to adhere to any CITY/COUNTY/STATE/FEDERAL requirements or any provision of this Agreement will result in the immediate termination of this Agreement between the CITY and the AGENCY.

2.2 AGREEMENT PRE-AWARD REQUIREMENTS

The AGENCY shall provide the CITY the following required information prior to entering into this agreement with the City of Pompano Beach, Florida:

- a. Corporate Resolution authorizing execution of this Agreement to include Corporate seal affixed to Signatory Page.
- b. Copy of AGENCY's Articles of Incorporation, Charter and By-Laws.
- c. List of present principal governing board officers and members of the Board (names, addresses and telephone numbers). If there are any changes in the Principal Governing Board of Officers and Members, these changes must be reported, in writing, immediately, to the City of Pompano Beach.
- d. Completion of Authorized Representative Statement of persons authorized to receive and sign AGENCY's checks.
- e. List of key staff persons, with their titles who will carry out this program.
- f. Copy of the AGENCY's Professional Liability Insurance.
- g. AGENCY is required to develop a PROJECT work schedule that at a minimum, will include a detailed description of the work activities to be performed, to achieve its goals and objectives, and a budget in sufficient detail to provide a sound basis for P&R to effectively monitor performance under the provisions of this Agreement on a monthly and annual basis.

- h. \$1,000,000 General Liability Policy with Sexual Molestation Rider naming the City of Pompano Beach as an additional insured.

ARTICLE III

IMPLEMENTING GENERAL AGREEMENT PROVISIONS

The AGENCY shall comply with the below General Provision of this Agreement.

3.1 TIME OF PERFORMANCE

The term of this Agreement shall be from **May 1, 2011 to September 15, 2011**. The funding will only for the Agreement Term stated herein. This Agreement is renewable at the sole discretion of the City Commission and Children's Services Council.

3.2 CITY AUTHORIZATION

For purposes of this Agreement, the CITY's Parks & Recreation Department (P&R) will act on behalf of the CITY in the fiscal control, programmatic monitoring, and modification of this Agreement, except as otherwise provided by this Agreement.

3.3 OBLIGATION OF

The AGENCY shall submit complete Project Goals and Objectives for each activity funded and shall carry out those services as outlined and prescribed. The Project Goals and Objectives shall be attached and incorporated herein and made a part of this Agreement, in a lawful and proper manner, satisfactory to the CITY.

3.4 RETENTION OF RECORDS

AGENCY shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period starts from the date of the submission of the final expenditure report. Records for non-expendable property acquired with funds under the Agreement shall be retained for a period of three (3) years after its final disposition. All records retained pursuant to this Section shall be retained beyond the three (3) year period if audit findings have not been resolved.

3.5 BUDGET ACTIVITY EXPENDITURES

AGENCY shall comply with its Activity Budget which is to be attached and incorporated herein and made a part of this Agreement.

3.6 LEVEL OF SERVICE

If start-up time for an activity should require any delays in service(s), P&R is to be notified in writing immediately, giving all pertinent details and indicating when service shall begin and/or continue. It is understood and agreed that the level of services, activities, and expenditures by the AGENCY, in existence prior to the initiation of services hereunder, shall be continued and shall not be reduced in any way as a result

of this Agreement. Programs funded through this Agreement shall not result in the displacement of employed workers, impair existing contracts for services, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

3.7 AUDITS - Independent

The AGENCY agrees to budget sufficient funds allocated under this Agreement to secure an audit from a Certified Public Accountant which conforms to all requirements from OMB, pursuant to the Single Audit Act of 1984, Circular No. A-128, or 133 (which ever applies), and must include the expression of an opinion on the financial statements, and a compliance letter which tests whether the AGENCY is in conformity with applicable regulations. Said audit shall be submitted to the City's Parks & Recreation Department no later than sixty (60) days after the expiration of this Agreement.

AUDITS - City

CITY reserves the right to audit the records at any time during the performance of this Agreement and for a period of three (3) years after final payment is made under this Agreement. AGENCY agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment theretofore made shall be subject to reduction for amounts included in the related invoice which are found by CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to AGENCY are subject to reduction for overpayments on previously submitted invoices.

3.8 RECAPTURE OF FUNDS

CITY shall reserve the right to recapture funds when the AGENCY shall fail (a) to comply with the terms of this Agreement, (b) to accept conditions imposed by CITY at the direction of the Federal, State or Local Agencies. The City also reserves the right to recapture funds if the CSC determines that the activities(s) funded are ineligible to receive CSC funds.

3.9 CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or change in regulations.

3.10 PROJECT PUBLICITY

- a. AGENCY shall abide by affirmative action regulations in informing residents of the geographical area to be served hereunder and of the services to be offered by utilizing any available means for advertisement, as necessary for recruitment and outreach.
- b. All literature, advertising, publicity or promotion regarding AGENCY's activities must be submitted to CITY for review and approval prior to release or distribution. No press conference shall be scheduled without written notice to CITY.

3.11 NON DISCRIMINATION

AGENCY agrees that it shall not discriminate as to race, sex, color, creed, national origin or physical handicap in connection with its performance under this Agreement.

3.12 CONFLICT OF INTEREST

- a. AGENCY covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY except as permitted pursuant to this Agreement. AGENCY further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of AGENCY or its employees, must be disclosed in writing to the CITY.
- b. In addition, no board members, employees, or any AGENCY representative may simultaneously serve on the CITY's Parks & Recreation Advisory Board.

3.13 INDEMNIFICATION

AGENCY shall indemnify and save CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of AGENCY's activities under this Agreement, including all other acts or omissions to act on the part of AGENCY, including any person acting for or on its behalf; from and against any relevant orders, judgments, or decrees which may be entered against the CITY; and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense of any such claims in the investigation thereof.

3.14 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances, and codes of Federal, State and Local governments.

3.15 AMENDMENTS

Program amendments require Commission action and must be requested thirty (30) days prior to end of Agreement term. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

3.16 AWARD OF AGREEMENT

AGENCY warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

3.17 NON-DELEGABILITY

The obligations undertaken by the AGENCY pursuant to this Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the performance or assignment of such services or any part thereof by another person or firm.

3.18 CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida.

3.19 OBLIGATION TO RENEW

Upon expiration of the terms of this Agreement, AGENCY agrees and understands that CITY has no obligation to renew this Agreement.

3.20 TERMINATION OF AGREEMENT

- a. CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to CITY. Reasons for termination of this Agreement in whole or in part may include, but not limited to:
- b. Failure, for any reason, of the AGENCY to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with Project Goals and Objectives and attached budget and conditions, and such directives as may become generally applicable at any time.
- c. Submission by the AGENCY to the CITY reports that are incorrect and/or incomplete in any material respect; and
- d. Ineffective and/or improper use of CSC funds allocated under this Agreement. In the event this Agreement is cancelled, the CITY will recapture all unexpended and unencumbered funds, including all encumbered funds that activities are in direct conflict with this Agreement.

3.21 DEFAULT PROVISIONS

In the event AGENCY shall fail to comply with each and every term and condition of this Agreement, or fails to perform any of the terms and conditions contained herein, the CITY, at its sole option, upon written

notice to AGENCY, may cancel and terminate this Agreement, and all payments paid to AGENCY by CITY while AGENCY was in default of the provisions herein contained shall be forthwith returned to the CITY.

3.22 MONITORING PROVISIONS

The Parks & Recreation Department will conduct on-site monitoring visits of the AGENCY as often as necessary to ensure AGENCY's compliance with this Agreement, but not less than once (1) a month. These monitoring visits will include a review of all the AGENCY's policies, account books, project records, inventory control records, procurement records, insurance certificates, and Monthly Project Evaluation Reports and records supporting AGENCY's work performance.

ARTICLE IV IMPLEMENTING ACCOUNTING and FINANCIAL AGREEMENT PROVISIONS

The AGENCY shall comply with the below Accounting and Financial Provisions of this Agreement.

4.1 ACCOUNTING SYSTEM

AGENCY should maintain a double entry accounting system.

4.2 MAINTENANCE OF SEPARATE BANK AND GENERAL ACCOUNTS

AGENCY shall maintain a separate bank account for each funding source and provide accurate current and complete disclosure regarding expenditures for each account. This shall include separate ledgers and journals for each grant or PROJECT. A clear audit trail must be provided from the reimbursement requests to records of expenditure.

4.3 BALANCED ACCOUNTING RECORDS

Accounting records shall be kept up to date and balanced at all times.

4.4 CONTROL OF CHECKING ACCOUNTS

- a. Bank reconciliation(s) must be done monthly.
- b. All checks must be pre-numbered and accounted for by number.
- c. All voided checks must be defaced (signature area removed) and the check retained to ensure that all checks can be accounted for.
- d. Checks payable to cash is prohibited and a minimum of two (2) signatures of Officer of the Corporation are required on all checks unless otherwise exempted by the City in writing.
- e. Checks payable to an employee must be endorsed by the employee and not be another staff member on behalf of the employee. No employee shall be paid in cash.
- f. Checks shall be signed at the time of payment and NO blank checks shall be signed.

- g. Bills shall be stamped "PAID" after payment has been made to avoid duplicate payment. The number of the check used for payment shall be recorded on the invoice.
- h. Cash receipts (reimbursement checks) must be recorded and deposited promptly and accurately. All reimbursement requests must be properly safeguarded.
- i. AGENCY must establish written policies and procedures for the handling of reimbursement checks, including a segregation of duties of the bank reconciliation for more than one (1) accounting staff person from the handling of cash receipts and disbursements.

4.5 PURCHASING SYSTEM

- a. All purchases over \$250 must be done through Purchase Orders which specify description, quantities and prices in order to prevent payment of unauthorized purchases. These Purchase Orders must be approved by the Executive Director or his/her designee prior to actual purchase. The purchase of capital goods in an amount of \$555 or more and has a useful life of over one (1) year must have prior written approval from P&R. At least three (3) bids must be submitted with the lowest bid being accepted. If the lowest bid is not accepted, an explanation must be provided as to the reasons.
- b. The AGENCY must maintain a schedule of capital purchases. This schedule must include the name and type of item purchased, date of purchase, serial number, cost and location of the item.
- c. Collection of rents by the AGENCY is to be used for the daily operation of the AGENCY and maintenance of the rental property.

4.6 ANNUAL INVENTORY

- a. P&R will conduct an annual inventory of all-capital equipment and/or real-estate/land purchased by the AGENCY with CSC funds.
- b. The AGENCY shall maintain this schedule of inventory current at all times. If an item is stolen or missing, it must be reported immediately to the CITY and the Broward Sheriff's Office, and a written report obtained.
- c. Whenever items purchased with CSC funds no longer has a useful life or need, the AGENCY must notify the CITY. The CITY will provide disposal procedures to AGENCY in order to delete the item from its inventory list. Under no circumstances shall the AGENCY dispose of property without written notification to the CITY and receiving written instructions in this regard.

4.7 REVERSION OF ASSETS

- a. Upon the expiration or termination of this Agreement between the CITY and AGENCY, the AGENCY shall transfer to the CITY all CSC funds on hand at that time and any account receivable attributable to the use of CSC funds.

4.8 COMPENSATION

CITY shall pay AGENCY the agreed upon maximum compensation for the services of each activity as outlined in this Agreement. The CITY reserves the right to review and audit all records of AGENCY pertaining to any payments by CITY before payments are approved to be paid.

4.9 METHOD OF PAYMENT

- a. AGENCY must submit a payment request. All payment requests must be in accordance with the activity approved by the CITY. Payment requests will not be honored until the contract has been fully executed and the AGENCY has received a written Notice from the CITY authorizing the AGENCY to incur cost for activity(s) under this Agreement. The CITY shall not make payments if the AGENCY is in default under this Agreement.
- b. The AGENCY can use either Method 1 OR 2 below:
 - (1) FOR REIMBURSEMENT OF FUNDS ONLY, please submit:
 - A cover letter stating requested reimbursement amount, with the following back up.
 - ◆ Cancelled checks and paid receipts to vendors.
 - ◆ Vendors name(s) and addresses.
 - ◆ Invoice for service.
 - ◆ Cancelled checks to employees.
 - ◆ Last month progress report to include such things as:
 - Number of persons served, with names, addresses, household income and household size.
 - Type of services provided to each client.
 - Copy of City's Purchase Order originally sent to you.
 - (2) For Direct Payment of Funds ONLY: please submit:
 - A cover letter stating requested monthly direct payment amount with the following back up.
 - ◆ Copy of City's Purchase Order originally sent to you.
 - ◆ Last month progress report to include:
 - Number of persons served last month, with names, addresses, household income, and household sizes.
 - If housing activity, number of units produced.
 - Type of services provided each client.
- c. Payment Timeframe:
 - ◆ Checks are cut for Friday's issuance.
 - ◆ Allow the City ten (10) working days to process a payment request.

4.10 FINAL EXPENDITURE REPORT

AGENCY shall submit a Final Expenditure Report to the CITY no later than thirty (30) days after the expiration or termination of this Agreement. This report shall reflect actual expenditures by line items, versus budgeted expenditures. All persons employed and paid pursuant to this Agreement are to be listed by name, title, social security number; date hired or terminated ethnic background, and total salary reflecting both CITY and other funding sources. Also, the Final Report must contain Final Project Progress and Narrative Reports.

4.11 DISCLOSURE FORMS

AGENCY shall disclose all sources (public or private) and amounts of funds reflecting the total budget whether they be real or in-kind at the commencement of the Agreement period, as well as, any changes in the amount of funds through program income or the sources received during the term of this Agreement, within thirty (30) days of such change. Examples of in-kind funds include free rent, labor and office equipment.

ARTICLE V

PROJECT PERFORMANCE AND EVALUATION

5.1 REPORTS AND EVALUATIONS

- a. AGENCY shall submit to CITY such reports as may be requested. AGENCY shall prepare in writing, in a format acceptable to CITY, any reports or documentation that may be required by Federal, State or Local directives.
- b. The AGENCY shall provide the CITY with monthly financial and performance reports reflecting actual outcomes of its initial project goals and objectives.

ARTICLE VI

CLOSE OUT PROCEDURES

6.1 CLOSE OUT PROCEDURES

- a. In the event AGENCY's might be closed down (voluntarily or non-voluntarily), the following closeout procedures must be followed. In addition, the AGENCY shall be responsible for submitting all required paperwork to the CITY no later than thirty (30) calendar days subsequent to the close out date.
- b. In the event AGENCY might be closed during this agreements three-(3) year period (voluntarily or in-voluntarily), the following closeout procedures must be followed:
- c. The AGENCY shall insure that property purchase with funds obtained from the CITY is accountable.

- d. All capital equipment purchased with City provided funds must be returned to the CITY upon closeout of the program
- e. The Parks & Recreation Department will make arrangements for capital equipment pick-up, as well as for inventory of the same.

6.2 DISPOSITION OF CAPITAL EQUIPMENT

- a. The AGENCY shall insure that property purchased with funds contained from the City is accountable.
- b. All capital equipment purchased with City-provided funds must be turned into the City upon closeout of the program.
- c. The Parks & Recreation Department will make arrangements for capital equipment pickup, as well as, for inventory of the same.

6.3 CLOSE OUT PROCEDURES FOR END OF FISCAL YEAR

Contractors are to submit a final reimbursement package within thirty (30) days of contract completion for the end of the fiscal year, together with the final Expenditure Report.

ARTICLE VII CERTIFICATIONS

7.1 AGENCY CERTIFIES THAT:

- a. It possesses the legal authority to enter into this Agreement by way of a Resolution, Motion, or similar action that has been duly adopted or passed as an official act of AGENCY's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the AGENCY's to act in connection with the Agreement and to provide such additional information as may be required.
- b. It shall comply with the provisions of the Hatch Act which limits the political activity of employees.
- c. No program under this Agreement shall involve political activities.
- d. It shall prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others particularly those with whom they have family, business, or other ties.
- e. Participants or employees in the program pursuant to this Agreement shall not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship.
- f. Appropriate standards for health and safety in work and training situations shall be maintained.

- g. Persons employed in public service jobs under this Agreement shall be paid wages which shall not be lower than whichever is the highest of: (a) the minimum wage which would be applicable to the employer under Federal standards, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar occupations by the same employer.
- h. It shall comply with the Civil Rights Act as amended.
- i. It shall comply with the Anti-Kickback Act, Title 18, USC, Section 874, and provisions of the Federal Labor Standards, Title 29.
- j. It shall comply with the provisions of Sub Part J of CSC Handbook 6500 Rev. 1, with particular emphasis upon documentation for low/moderate income benefit.

**ARTICLE VIII
GENERAL CONDITIONS**

8.1 GENERAL CONDITIONS

A. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if any mail on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH
Parks & Recreation Department
1801 NE 6 Street
Pompano Beach, FL 33060

AGENCY
Changing Directions 4 Youth & Families, Inc.
1000 E. Atlantic Blvd. Suite 201E
Pompano Beach FL 33060

ARTICLE IX

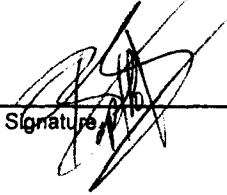
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective official's thereunto dully authorized on the first date above written.

"CORPORATION"

Witnesses:

Changing Directions 4 Youth and Families, Inc.
(Name of Agency)

Marie A. Manuel

By: 
Signature

Marie A. Manuel
Printed Name

Bapthol Joseph, Executive Director
Name Printed, Typed or Stamped

Elizabeth Taborda

Title: Executive Director

Elizabeth Taborda
Printed Name

(SEAL)

STATE OF FLORIDA

COUNTY OF Broward

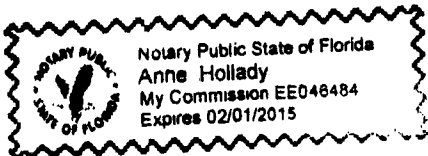
The foregoing instrument was acknowledged before me this 4 day of April, 2011 by Bapthol Joseph, as Executive Director of Changing Direction 4 Youth and Families, Inc. a Florida non-profit corporation, on behalf of the corporation, who is personally known to me.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

EE046484
Commission Number



"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**City of Pompano Beach
C. D. Youth MOST Maximizing Out-Of-School Summer Only Program
McNair Center Budget 2011**

Revenue Account: 120-0000-337-70-80

Other Professional Services 120-8950-31-60 \$ 62,011.00

Salaries	\$	45,566.00
FICA (7.65%)	\$	3,486.00
Other Fringe (17%)	\$	6,614.00
General Administrative Services	\$	6,345.00

Special Supplies 120-8950-589-52-20 \$ 15,276.00

General Program Supplies	\$	2,610.00
T-Shirts	\$	1,410.00
Moving With Math	\$	926.00
Reading Materials	\$	1,000.00
Games & Sports	\$	750.00
Snacks	\$	5,610.00
Printing & Copying	\$	850.00
Prize & Incentives	\$	850.00
Curriculum Materials	\$	300.00
Science Plus	\$	70.00
Background Screening	\$	495.00
Drug Screening	\$	405.00

Special Services - 120-8950-589-46-50 \$ 5,770.00

Field Trip Admissions	\$	2,040.00
Charter Buses	\$	2,730.00
Arts Programs	\$	1,000.00

Total MOST Grant Summer 2011 \$ 83,057.00 \$ 83,057.00

Children's Services Council - Budget Summary

Name of Agency: City of Pompano Beach

Contract Number: 08-2947

Program: **Project New Hope Summer Camp**

Contract Period: 05/01/11-09/15/11

Account Series	Section 1. BUDGETED COSTS	COLUMN A		COLUMN B Percent (%) Calculations
		Council Request	Funding	
	a. Staff Salaries	\$	45,566.00	
	b. Staff FICA Benefits Only	\$	3,486.00	7.65%
	c. Staff Benefits Other than FICA	\$	6,614.00	14.52% *
	d. Total Staff Benefits	\$	10,100.00	*
	Staff Benefits Costs Percent of Staff Salaries			22.17% *
	Total Personnel Costs	\$	55,666.00	
1000	Staff Training	\$	-	
1200	Local or Out of Town Staff Travel	\$	-	
1300	Contractual Serv/Consultants/Prof Fees	\$	-	
1400	Space and Utilities	\$	-	
1600	Expenses/Supplies	\$	15,276.00	
1700	Other Items	\$	-	
8010	Flex Funds (Cost Reimbursement)	\$	-	
8020	Value Added (Cost Reimbursement Only)	\$	5,770.00	
8050	Other Cost Reimbursement Items	\$	-	
8091	Equipment (more than \$1,000 per item) (Cost Reimburse	\$	-	
8092	Start-up Salaries/Benefits (Cost Reimbursement)	\$	-	
8093	Start-up Expenses/Supplies Items (Cost Reimburse	\$	-	
8094	Start-up Training (Cost Reimbursement)	\$	-	
8095	Start-up Purchased Services (Cost Reimbursement)	\$	-	
	Subtotal	\$	76,712.00	
8900	Administrative Costs	\$	6,345.00	**
	TOTAL REQUEST	\$	83,057.00	
	Admin Costs Percent of Sub-Total Requested			8.3% **
	(Dollar value must not exceed 10% of Subtotal Requested)			
	Section 2. MATCHING CONTRIBUTIONS			
	a. CASH	\$	-	
	b. IN-KIND	\$	21,302.00	
	c. TOTAL MATCH	\$	21,302.00	***
	(Dollar value must = at least 5% of Total Requested)			
	Match Percent of Total Requested			25.6% ***
	Section 3. TOTAL PROGRAM VALUE			
	(Total of Sections 1. and 2.)	\$	104,359.00	

Children's Services Council-Budget Detail

Name of Agency:

City of Pompano Beach

Contract Number:

08-2947

Program: **Project New Hope Summer Camp**

Contract Period:

05/01/11-09/15/11

BUDGET CATEGORY/LINE ITEM		ROUND TO NEAREST WHOLE DOLLAR ONLY (NO CENTS)		Amount Charged to Contract
Program Costs				
<p>a) Staff Salaries: List each position by position title. Position title must match position title used in the contract Scope section. Show the annual salary rate and the percentage of time to be devoted to the program. Rates of pay for employees performing work associated with the proposed program to be funded must be consistent with that paid for similar work within the applicant organization. Include formulas used to calculate fringe benefits. Only include positions that are direct costs to the program. Note: For programs that involve youth employment, salaries and fringe benefits for the youth should not be listed here; those should be included under budget section 1700 (convert to units) or 8050 (Cost Reimbursement item).</p>				
# Of Staffing Positions	Position Name	Method of Calculation		
3	Teachers	\$20/hr X 35 days X 3 hours = \$2100		\$ 6,300.00
4	Activity Leaders	\$10/hr*9 hrs * 44 days * 4		\$ 15,840.00
1	Administrative Assistant	\$14.5/hr* 440 hrs (8hr/day + 40 hrs for closing & reporting)		\$ 6,380.00
1	Director	\$289.2 * 55 days		\$ 15,906.00
1	Administrative Assistant	40 hrs for registration, file prep & pre-camp work		\$ 580.00
3	Teachers	6 hrs Math Training & City Orientation		\$ 360.00
4	Activity Leaders	5 hrs City and CD4 Orientation		\$ 200.00
Total Staff Salaries (rounded to whole dollars)				\$ 45,566.00
<p>b) Staff Benefits: FICA is automatically calculated on all salaries. Show formulas used to calculate all other fringe benefits such as retirement, insurance, workers comp, unemployment etc. Be sure to identify which positions the various calculations refer to. (Do not list each employee separately.)</p>				
# Of Staffing Positions	Position Name	Method of Calculation		
FICA		Required at 7.65%		\$ 3,486.00
Other Benefits	Activity Leaders, AA, Director	calculated @ 17%		\$ 6,614.02
Total Staff Benefits (rounded to whole dollars)				\$ 10,100.00
Staff Benefits Percent of Staff Salaries				22.2%
1500 Not Used				

Children's Services Council-Budget Detail

Name of Agency:

City of Pompano Beach

Contract Number:

08-2947

Program: Project New Hope Summer Camp

Contract Period:

05/01/11-09/15/11

BUDGET CATEGORY/LINE ITEM		ROUND TO NEAREST WHOLE DOLLAR ONLY (NO CENTS)		Amount Charged to Contract	
1600	Expenses/Supplies: Itemize <u>expendable</u> items and show how the amounts were calculated. Expenses include but are not limited to office supplies, communications, printing and postage, training materials, snacks. Expenses also include expendable items costing less than \$1,000 such as books, tape recorders, etc. Generally, supplies include any materials that are expendable or consumed during the course of the project year. Equipment/furniture costing less than \$1,000 would be included in start-up (8093) during the initial year of program operation only.				
	Qty	Unit (ea., etc.)	Line Item	Method of Calculation	
			General Supplies		\$ 2,610.00
			Program T-Shirt	\$7.5/per * 188	\$ 1,410.00
			Moving With Math	(\$9*85 + \$40 S/H)+ 15% contingency	\$ 926.00
			Reading Materials	(Extra Summer Reading Materials)	\$ 1,000.00
			Games & Recreational Sports Items		\$ 750.00
			Snacks	\$1.50/student/day * 85 * 44 days	\$ 5,610.00
			Printing & Copying		\$ 850.00
			Prizes & Incentives	Avg \$10/camper * 85	\$ 850.00
			Reading & Curriculum Materials		\$ 300.00
			Science Plus		\$ 70.00
			Level II Background Check	\$55*9	\$ 495.00
			Drug Screening	\$45*9	\$ 405.00
	Total Expenses (1600) (rounded to whole dollars)				\$ 15,276.00
8020	Value Added: should be used to pay for creative program enhancements that support the goals of the program and improve participant participation and commitment. Food/refreshments for group activities and participation/goal achievement incentives, such as gift certificates or tickets to games or shows, are some examples. These funds are cost reimbursement funds.				
			Detail	Method of Calculation	
			Field Trips Admissions	Avg \$8*85*3	\$ 2,040.00
			Chartered Buses for Field Trips	\$65/hr*7 hrs/trip * 2 buses/trip * 3	\$ 2,730.00
		Cultural Arts/Guest Artists	\$200/session * 5 sessions	\$ 1,000.00	
Total Value Added (8020) (rounded to whole dollars)				\$ 5,770.00	
8030 Not Used					
8900	Administrative Costs: Limited to 10% of the requested amount less the Administrative Costs. Administrative costs must be itemized and defined, and MUST include method of calculation. Examples include audit fees, administrative insurance, etc.				
			Administrative Function	Method of Calculation	
			Administrative Office @620/m* 3		\$ 1,860.00
			Telephone & Internet Services @\$295/m * 3		\$ 885.00
			Office Supplies \$200/m * 3		\$ 600.00
		Professional & Liability Insurance @ 67%		\$ 3,000.00	
Total Administrative Function (8900) (rounded to whole dollars)				\$ 6,345.00	

Children's Services Council-Budget Detail

Name of Agency:

City of Pompano Beach

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08-2947

Program: **Project New Hope Summer Camp**

Contract Period:

05/01/11-09/15/11

BUDGET CATEGORY/LINE ITEM		ROUND TO NEAREST WHOLE DOLLAR ONLY (NO CENTS)	Amount Charged to Contract
<p>Matching Contributions: Show how match is to be provided and indicate whether cash, or in-kind. Show how worth was determined and the method of calculation. Must equal a minimum of 5% of total funding request. Total should agree with the amount in Match amount indicated in the contract.</p>			
Cash Match			
	Description	Method of Calculation	
TOTAL Cash Match: (rounded to whole dollars)			\$ -
In-Kind Match			
	Description	Method of Calculation	
	Transportation to and from Swim	\$260/load * 18	\$ 4,680.00
	Space and Utilities @ McNair	8000 sq. ft * \$17/sqft	\$ 16,622.00
TOTAL In-Kind Match: (rounded to whole dollars)			\$ 21,302.00



CERTIFICATE OF LIABILITY INSURANCE

OP ID JH

DATE (MM/DD/YYYY)

06/07/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Global Risk LLC 5959 Blue Lagoon Dr Suite 101 Miami FL 33126 Phone: 305-455-7250 Fax: 305-455-7251	CONTRACT NAME: PRODUCER: (LIC. No. ERI) TAA (LIC. No.): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: CHANG-1
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Changing Directions 4 Youth & Families CD 4 Youth & Family Center 1000 E Atlantic Blvd #2012 Pompano Beach FL 33060	INSURER A: Western World Ins Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	NPP1174602	06/04/10	06/04/11	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCTY <input type="checkbox"/> LOO					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Included
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Molestation		NPP1174602	06/04/10	06/04/11	Per Claim 300,000 Aggregate 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Counseling & Social Services

Certificate holder is additional insured.

CERTIFICATE HOLDER

CANCELLATION

POMPA01 City of Pompano Beach 1801 NE 6th Street Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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