

RESOLUTION NO. 201_- _____

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 SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LEARNING FOR SUCCESS, INCORPORATED, PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a SUBRECIPIENT Agreement between the City of Pompano Beach and **LEARNING FOR SUCCESS, INCORPORATED**, providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is 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 **LEARNING FOR SUCCESS, INCORPORATED**.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Exhibit B - Work Plan

EXHIBIT B – WORK PLAN

Learning for Success, Inc. (LFS) shall provide instructional services, the subject and details of which are as follows: KAPOW-Kids and The Power of Work.

LFS shall develop and manage partnerships at Crystal Lake Middle School, Cypress and Pompano Beach Elementary Schools, and Cypress Run Educational Center, at days/times to be mutually agreed up by the parties from October 1, 2017 through September 30, 2018.

Partnerships shall consist of lessons with students taught by volunteers about career awareness and workplace skills, and field trips by these students to business work sites.

LFS represents that he or she, or any persons assisting LFS in the performance of service herein, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Work Plan and to provide and perform such services to City's satisfaction. LFS shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

LFS will submit quarterly, an expense report itemizing all allowable reimbursable costs as stated in CDBG handbook, with proper documentation, to the Office of Housing and Urban Improvement.

LFS shall be solely responsible for securing the services of other personnel as may be required to adequately and safely perform the instructional services as herein provided.

LFS shall conduct the instructional classes in a careful and responsible manner with due regard for the safety of the participants and others.

Overall success will be determined by compiling statistical data, surveys of participating teachers, volunteers and school administrators, and on going monitoring to meet the following objectives:

- 2,000 students from 20 Broward County schools will be exposed to a wide variety of jobs, learn employability skills, make connections between the world of school and the world of work, and be motivated through "hands-on" or experiential activities.
- 100 teachers and administrators will participate in the program. Teachers will receive professional development opportunities, working side-by-side with professionals from the workplace; strengthen their lessons by providing real-life examples of relevance; and improve their capacity to bring workplace experiences to their lessons.
- 300 volunteers will help children make connections between classroom work and adult work, develop a greater appreciation for the value of their own work and the work of teachers and schools, and have the opportunity to practice and model teamwork, presentation skills and positive work habits.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

LEARNING FOR SUCCESS, INCORPORATED

- A. All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for LEARNING FOR SUCCESS, INCORPORATED, for the funding period beginning October 1, 2017 through September 30, 2018 is attached and hereby incorporated and made part of Exhibit C.

The City shall pay **LEARNING FOR SUCCESS, INCORPORATED** (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **\$15,000.00**.

- B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.
- C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.
- D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.
- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

John Casbarro
Name and Title
John Casbarro

10-10-17
Date

Exhibit C

Program Line Item Budget
 Learning For Success, Inc./ Kids and the Power of Work (KAPOW) Program
 FY 2018

	Total Amounts	Grant amount requested City of Pompano Beach	LFS
EXPENSES			
Program Administrator	4,800	2,400	2,400
Program Materials	4,000	2,500	1,500
- Web Site Resources and Materials			
- Student folders			
- Curriculum books			
- Program training and worksite manuals			
Meetings, Workshops, Recognition Events	3,200	1,200	2,000
Program Management	9,600	4,500	5,100
- New Curriculum Development			
- Orientation meetings			
- Volunteer Recruitment			
- Volunteer training			
- Teacher orientation and teambuilding sessions			
- Planning support			
- On-going telephone monitoring, troubleshooting			
- Participant Recognition			
Fees/Professional Services	1,600	800	800
- Program Licensing fee			
- Accounting			
- State of Florida Registration, Fees			
Program Evaluation	4,800	1,700	3,100
- Assessment of worksite visits			
- Assessment of classroom lessons			
Office Expenses	3,600	1,100	2,500
Telephone/Internet	1,900	800	1,100
Total Cash	33,500	15,000	18,500
In-Kind: Business and Community Partners' time, materials and facilities	26,500		26,500
TOTAL CASH AND IN-KIND	\$60,000	\$15,000	\$63,500

Revised, 10/8/17

EXHIBIT D

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LEARNING FOR SUCCESS, INCORPORATED
SUBRECIPIENT

JOHN CASBARO
PRINT NAME OF CERTIFYING OFFICIAL

JH Casbaro 10-10-17
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

EXHIBIT E

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

John Casbarro

PRINT NAME OF CERTIFYING OFFICIAL

JH Casbarro

SIGNATURE OF CERTIFYING OFFICIAL

10-10-17

DATE

EXHIBIT F

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF POMPANO BEACH
By JOHN CASBARRO

(print this individual's name and title)

for LEARNING FOR SUCCESS

(print name of entity submitting statements)

whose business address is 5532 SW 114th Ave
Cooper City 33330

and if applicable is Federal Employer Identification Number (FEIN) is 71-0891789

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

NO Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

NO The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

NO The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

John Cabano
(Signature)

Sworn to me and subscribed before me this 10 day of October, 2017.

Personally known FLDC

Or produced identification Notary Public—State of FLORIDA



My commission expires 5-30-20
Joann Martin-Onesky
(Printed, typed or stamped commissioned name of notary public)