MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND

Community Reconstruction Housing Corporation

THIS AGREEMENT made and entered into on this ____ day of ______, 2017 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

Community Reconstruction Housing Corporation, a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at 8611 NW 57th Court, Tamarac, FL 33321 hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1st through September 30th), the sum of \$50,000 to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
 - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
 - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
 - 2) Producing all documents required by the Internal Auditor; and
 - In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
 - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2017, and shall terminate on the 30th day of September 2018, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- The City of Pompano Beach agrees to pay the RECIPIENT the sum of \$50,000 for the program or activity. City of Pompano Beach funds will be provided upon a quarterly reimbursement basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in Exhibit "A" or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st 2nd Quarterly Report (January/February/March) - May 1st 3rd Quarterly Report (April/May/June) - August 1st 4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2017 through September 30, 2018 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2018, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
 - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnity and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

	CII	<u> </u>
Witnesses:	CITY	OF POMPANO BEACH
	Ву:	LAMAR FISHER, MAYOR
	Ву:	GREG HARRISON, CITY MANAGER
Attest: ASCELETA HAMMOND, CITY CLERK		(SEAL)
Approved As To Form:		
MARK E. BERMAN, CITY ATTORNEY		
STATE OF FLORIDA COUNTY OF BROWARD		
by LAMAR FISHER as Mayor, GREG HARI	RISON	fore me this day of, 2017 as City Manager and ASCELETA HAMMOND as corporation, on behalf of the municipal corporation
NOTARY'S SEAL:	NO	OTARY PUBLIC, STATE OF FLORIDA
	<u>(N</u>	ame of Acknowledger Typed, Printed or Stamped)
	Co	ommission Number

"RECIPIENT":

Witnesses: White Canall	CORPORATION, a Florida Not For Profit Corporation By: Typed or Printed Name Title: 155.04
STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged be Reconstruction Housing Corporation, a Florid me or who has produced	a Not For Profit Corporation. He/she is personally known to
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA (Name of Acknow NOCLE C. SEL Arinted or Stamped) MY COMMISSION F FF 220155 ** EXPIRES: September 22, 2019 Bonded Thru Budget Notary Services Commission Number

City of Pompano Beach

Fiscal Year 2018

Legal Name: 1.

Community Reconstruction Housing, Inc.

2. **Mailing Address:** 1100 South State Road 7

Margate, Florida 33068

3. **Incorporation Date:** 10/28/1999

3a. Does your corporation/organization fall within Section 501(c)(3) and Section

501(a) of the Internal Revenue Code?

Yes X No___

4. Chief Executive Officer: Mr. Mathes Guice

Official Title:

<u>President and Chief Executive Officer</u>

Telephone Number:

<u>(954)</u> <u>906-5524</u>

5. Contact Person if different: SAME AS ABOVE

Contact Telephone:

(954) 857-1436

6. Provide a brief description of the organization's goals and objectives.

Community Reconstruction Housing (CRH), Inc. is a 501©3 organization with the mission to provide "Educational, Leadership, and Employment opportunities to minority and impoverished citizens." The Rites of Passage (ROP) Program is its key program - a prevention program that promotes positive youth development to divert middle-school boys from juvenile justice involvement and promote academic success. Groups are facilitated by life coaches who serve as mentors for boys and provide support to parents in appropriate discipline and supervision.

The Rites of Passage (ROP) youth delinquency prevention program was established over fifteen years ago by church leaders concerned with the number of boys at-risk for involvement with law enforcement and who exhibited a history of poor academic performance, negative peer associations, a pattern of truancy or absenteeism, and/or insufficient parental supervision. The ROP originally included afterschool informal life skills training delivered by church Elders; men teaching boys how to behave, set goals, complete homework, and become a "man". In 2009, the ROP implemented evidence-based practices proven effective with at-risk youth. This includes the Council on Boys and Young Men (a gender-specific curriculum); Thinking for a Change© (a cognitive restructuring curriculum that builds conflict resolution and pro-social response to challenging situations); and the Power of Choice (a wellness curriculum). Through the ROP staff working to identify and address the needs of at-risk youth within Broward County's children services system of care, CRH's ROP will improve graduation rates and reduce the number of juvenile justice referrals. Case managers identify needs for not only the boy but to parents and other family members that place the family at-risk for dependency involvement if left unaddressed. Finally, teachers at the home school provide tutoring to boys to improve academic performance and prevent failure.

City of Pompano Beach Fiscal Year 2018

Prior accomplishments include: 1) effective partnerships with Broward County Public Schools, the Florida Department of Juvenile Justice; and local law enforcement; 2) funding from the public agencies including the Children's Services Council, City of Pompano, and the Broward Sheriff's Office; and 3) a zero involvement rate with law enforcement for Program participants. Our success can be attributed, in part, to a program model which delivers services in the home school allowing for the cultivation of a real-time partnership between teachers, the case manager and life coaches who are all co-located at the school. As detailed in the CSC Fiscal Year 2016/2017 Performance Measurements Summary Report, our successes include: 1) 97% ROP participants received no law violations; 2) 100% of ROP participants did not cause a pregnancy; 3) 100% of ROP participants did not use alcohol or drugs; 4) awaiting % of ROP participants decreased risky behaviors.

- 7. Amount of funding requested: \$50,000.00
- 8. Provide a brief description of how City funds would be spent and identifying the community needs to be addressed. This should include what exactly will be provided and to how many people (City residents).

CRH proposes to serve <u>35</u> Pompano Beach residents at Crystal Lake Middle School, which is a "C" grade Broward County public middle-school serving the City of Pompano Beach residents.

Experts agree certain risk factors associated with delinquency including poor academic performance, insufficient adult supervision, familial history with law enforcement, poverty, and negative peer associations. The student body at Crystal Lake is comprised of 53% male and 47% female students with a total minority enrollment of 83%. 82% of these students reside in a household that is defined as economically disadvantaged and 10% are English Language Learners. Data from the Pompano Beach illustrates the disparities in conditions among at -risk youth, including low graduation rates and parental educational attainment; high unemployment, poverty, community violence, juvenile arrests, and out-of-school suspensions; and poor postsecondary access and opportunities. The percentage of residents in Pompano Beach without a high school diploma or GED is 20.6%, a rate higher than the county average of 11.8% (ACSa, 2015).

The poverty rate for Pompano Beach is 28.8% and is much higher than the countywide rate of 14.7% (ACSb, 2015), which explains the high Free and Reduced Lunch rate of 91.1% exceeding the District high school average of 65.8%.

Finally, in 2015, Pompano Beach ranked third in the County's cities with high violent crime rates (FDLE, 2015). This trend is also evident in juvenile arrests with Pompano Beach ranking in the top 10 for juvenile arrests (FDJJ, 2016). Research shows language barriers, poverty and greater involvement in the juvenile justice system decreases the likelihood of youth graduating on time and achieving postsecondary success (Ameen & Lee, 2012).

City of Pompano Beach Fiscal Year 2018

City funds in the amount of \$50,000 will support a partnership between CRH and Crystal Lake to identify students who are residents of Pompano Beach and deliver case management and skills training that will reduce risk of delinquency involvement and improve academic performance. A case manager will be assigned to each youth to work with the youth and family to identify strengths, risks, and needs; offer referrals for mental health counseling and substance abuse treatment; prepare applications for entitlements; and a life coach will deliver group skills training that support the development of positive peer associations, identification and cultivation of pro-social recreation and leisure activities, increase physical wellness, and skills to resolve conflict and respond appropriately to trigger situations; and Florida-certified teachers will provide academic remediation to improve educational performance. In part, the benefit to the City of Pompano Beach include — 1) reduction in youth-related crime; 2) increase performance at local schools; 3) enhanced quality of life for an underserved population; and 4) the delivery of skills training that promotes likelihood of advanced education and breaking of the cycle of poverty.

9. How will the recommended funding compliment the array of City services being provided to City residents?

While the City has athletic and recreational activities for residents, CRH proposes to provide services to a vulnerable and high-risk population that is traditionally underserved. This same population often becomes a tax on public funds, if needs are unaddressed, via involvement in the dependency and delinquency systems, and eventually the adult correctional, homeless, and behavioral health systems. Idle time is a risk factor associated with delinquency; the ROP operates year-round affording youth a safe and pro-social program to attend during school holidays and summer vacation. It also allows youth to cultivate positive peer associations and test adolescent boundaries under the supervision of life coaches, teachers, and case managers. Additionally, CRH will leverage its relationship with Nova Southeastern University by linking Pompano Beach residents (the youth and family members) to the Family Therapy Department for free mental health counseling and/or substance abuse treatment. While services in the school are limited to the youth (student), CRH recognizes the needs of the household must be addressed if delinquency prevention is to be successful. To this end, parent skills training, referrals, and assistance meeting with school professionals is provided by CRH via case managers and life coaches.

The ROP will be an added extra-curricular activity for boys enrolled in the school, which currently includes flag football, basketball, and soccer. There are no clubs.

10.	Will the recommended grant amount result in leveraging of additional funds from the
	County, State, Federal or other foundations/agencies which require a local match like
	a contribution from the City of Pompano Beach? Yes X No

City of Pompano Beach Fiscal Year 2018

- 10a. If yes, what is the ratio of this other funding to the City's recommended funding? 3 to 1 (89.6%)
- 12. What percentage of your organization's budget is direct from delivery of service as opposed to "overhead"? 87.26%

13. Performance Measures

Please list below the various levels of service (performance measures) that your organization will be providing to residents of the City of Pompano Beach.

	Most recently completed year (2016)	Current year estimated (2017)	Next year proposed (2018)		
Total persons served	45	45	32		
Number of Pompano Beach residents served	0	45	32		

14. Agency Budget Information: Please note that the Total Revenue Available and Total Resources Allocated should be EQUAL for each fiscal year.

	Last Year Adopted 2017	Current Year Projected 2018		
Resources Available:				
City of Pompano Beach	\$50,000.00	\$50,000.00		
Federal Funding				
State Funding				
Other Local Government Funding*	\$480,712.00	\$424,843.00		
Foundation Grants				
User Fees				
Other Revenue Sources				
Total Resources Available	\$530,712.00	\$474,843.00		

^{*} Funding from The Children's Services Council of Broward County and Department of Juvenile Justice and BSO.

City of Pompano Beach Fiscal Year 2018

Resources Allocated:		
Salaries	\$345,077.00	\$340,293.00
Benefits	\$34,817.00	\$36,805.00
Supplies	\$3500.00	\$3039.00
Contractual Services	\$21,756.00	\$15,260.00
Capital Outlay (Equipment)	\$4,000.00	5,000.00
Other	\$121,562.00	\$78,446.00
Total Resources Allocated	\$530,712.00	\$478,843.00

Please provide line item detail for expenses over \$10,000.00

COMMUNITY RECONSTRUCTION HOUSING CORPORATION ANNUAL BUDGET OCTOBER 1, 2017 - SEPTEMBER 30, 2018 CITY OF POMPANO

BUDGET LINE ITEM	EXPENSE NARRATIVE	1	Fiscal Year	Fiscal Year
		I	10/01/16 - 09/30/17	10/01/17 - 09/30/18
SALARIES & STAFF BENEF	TS			
a. Program Manager	See Employee Budget			\$
b. Case Managers	See Employee Budget			\$
				s
c. Life / Vocational Coaches	See Employee Budget	· · · · · · · · · · · · · · · · · · ·		s
				s
d. Business/Contract Mgr.	See Employee Budget		\$ 12,500	\$ 12,50
e. Administrative Assistant	5 FTE to the company budget		\$ 7,992	\$ 7,99
			· 11	S
	Total Salaries	-	\$ 20,492	\$ 20,49
			20,132	\$
k. FICA	7.65% of total salaries		\$ 1,568	\$ 1,56
I. Workers Comp	Payroll / \$100 * 157		\$ 322	\$ 32
m, FL State Unemp	10 employees from CSC and 1 employee			
,	from DJJ @ 7000 each @ 2.7%		\$ 188	\$ 18
				\$
	Total Staff Benefits		\$ 2,078	\$ 2,07
				\$
	TOTAL SALARIES & STAFF BENEFITS		\$ 22,570	\$ 22,57
OTHER PROGRAM COST				\$
a. Mileage	To be Arranged			\$
b. Office Supplies	\$125 @ 12 mths		\$ 1,500.00	\$ 1,50
c. Classroom Supplies	45 youths			\$
d.				\$
e. Transportation	Bus service for participants to & from activities			\$
f.	activities			\$
g. Tutors	Multiple Schools (8 hrs per wk @41 wk @ 25			-D
9	per hr)			\$
h. Flex Funds	To be used for participants programs			
			\$ 500.00	\$ 50
i. Value Added	To be used for participants programs		\$ 1,702.00	\$ 1,70
and the same of the same of	TOTAL OTHER PROGRAM COST		\$ 3,702.00	\$ 1,70 \$ 3,70
	101AL GITILLY TOOLGAN GOOT		3 3,702.00	\$ 3,70.
ADMINISTRATIVE COST	' <u></u>		<u>-</u>	\$
a. Consultant	Consultant, Outside contractors			4
E25 1100 1			\$ 9,500	\$ 9,50
b. Accounting & Auditing	Monthly Accounting Minch (\$500 per mth and			
	Y/E audit \$4,000.		£ 5.043	
c. Insurance	Annual liability insurance		\$ 6,047	\$ 6,00
d. Employee Training	Staff Training and new hires		\$ 528	\$ \$ 52
e. Rent	Admin Office 500 sq ft @ \$15 per ft		\$ 528	\$ 52
w. • (with	Trailin Chice ood aq it (gg 415 per it		\$ 7,500	\$ 7,54
f. Other Admin Cost	Remainder of 10% of Programs			.,
			\$ 153	\$ 15
	TOTAL ADMINISTRATIVE COST		\$ 23,728	\$ 23,72
TOTAL BUDGET NORTH CO	101777 40704147 00100140		\$ 50,000	\$ 50,00

Total Grant Amount \$50,000.00 **Budget Amount Accumulated** \$50,000.00 Difference

\$50,000.00

\$50,000.00

\$0.00

\$0.00

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MARGATE, FL 33068	3	INSURER C			1
		INSURER D:			
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ANY PROPRIETOR/PARTNER-EXECUTIVE OFFICER/MEMBER EXCLUDES?			1	E.L. DISEASE - EA EMPLOYEE	<u>s</u>
If yes, describe under SPECIAL PROVISIONS below			<u> </u>	E.L. DISEASE - POLICY LIMIT	\$
OTHER					
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State of Florida Department of State

I certify from the records of this office that COMMUNITY RECONSTRUCTION HOUSING CORPORATION is a corporation organized under the laws of the State of Florida, filed on October 28, 1999.

The document number of this corporation is N99000006409.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on May 15, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of May, 2017



Ken Deform Secretary of State

Tracking Number: CC7761865447

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 29 2012

COMMUNITY RECONSTRUCTION HOUSING CORPORATION 8611 NW 57TH CT TAMARAC, FL 33321 Employer Identification Number:
31-1703246

DLN:
17053277387031

Contact Person:
DENNIS C GRUESSER ID# 31992

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
Yes

Effective Date of Exemption:

Contribution Deductibility:

May 15, 2010

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

COMMUNITY RECONSTRUCTION HOUSING

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

whis & denne

Lois G. Lerner Director, Exempt Organizations

Enclosure: Publication 4221-PC