

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 SECOND CHANCE SOCIETY, INC., 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 **SECOND CHANCE SOCIETY, INC.** 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 **SECOND CHANCE SOCIETY, INC.**

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

Scope of Work

Synopsis

The Second Chance Society (SCS) Hand Up Program was founded in 2001 to fill a critical gap found in the Continuum of Care services available to homeless and struggling men and women. SCS's Founder discovered that there were agencies to shelter, to clothe and feed the homeless, those to provide medical care and mental health services, those to provide treatment for alcohol and drug addiction, case management, counseling, peer mentorship and after-care services. There were, however, no entities who could provide immediate financial assistance and funding of both job-related materials and/or vocational training materials to help one to accept a job and/or return to school to learn a trade. Having identified this gap, Second Chance Society found its niche and implemented the Hand Up Program. To date, it has helped over 4300 individuals and has 100 agencies that refer clients to the program on a daily basis.

Objective #1 - Job Readiness

The agency's Hand Up Program provides unduplicated assistance to homeless and struggling individuals in the community who are inhibited from being able to work by some material barrier. This barrier can be any one of a number of job-related items and necessities such as lack of tools, uniforms, work boots, non-skid shoes, licensure, certifications, etc. Through the SCS referral process, staff and volunteer mentors meet face to face with clients who have been referred by homeless shelters, sober houses, department of corrections, social service organizations, etc. A recommendation is then presented to a Board Director for funding approval, and once approved a client is taken shopping to purchase whatever items are needed to begin their job. *The objective here is to get the client working as soon as employment is found.*

Objective #2 - Vocational Training

Additionally, the agency provides assistance to homeless and struggling individuals in the community who are inhibited from being able to take vocational training due to a lack of funding to cover tuition, text books, educational materials, test fees, enrollment fees, etc. Through the SCS referral process, staff and volunteer mentors meet face to face with clients who have been referred by homeless shelters, sober houses, department of corrections, social service organizations, etc. A recommendation is then presented to a Board Director for funding approval, and once approved, tuition, text books and educational materials are purchased thereby allowing clients to enroll in their respective course and begin their studies immediately. *The objective here is to enable clients to complete a course of study which they are passionate about and which in time will lead to a viable trade and employment. In both of these summaries (#1 & #2), the overall objective is to aid the client in returning to a state of independence, self-sufficiency and general, overall well-being.*

Measurements

Second Chance Society's Outcome Client Tracking Module is a crucial element to the program. SCS staff and volunteer mentors will make personal contact with its clients and their referring agencies/case managers at set intervals for up to 6 months. The purpose of such calls is two-fold: (1) to evaluate and report client progress to grantors, and (2) to provide hope, encouragement and ongoing support to its clients. Outcomes Reporting will be provided to the City of Pompano Beach as per contract provisions. SCS has found that many of its clients stay in touch well beyond the 6-month period. For many, Second Chance Society becomes a surrogate family and a forever friend.

Deliverables

The key deliverable of the program is that it expedites the "return-to-work" process for a person who experienced homelessness and experienced a complete disruption of their life. This once displaced person now returns to work and begins the journey back to being financially independent. Financial independence brings restoration on many levels; reunification with family, increased self-esteem, dignity, emotional well-being and a desire to give back and help those in need. One often returns to a spiritual belief system and engages in a spiritual community. The desired deliverable the agency seeks is to see tangible results that one's life was truly changed.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

SECOND CHANCE SOCIETY, INC.

- 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 SECOND CHANCE SOCIETY, INC. 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 **SECOND CHANCE SOCIETY, INC.** (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.

Ray Owen x Paff Queen
Name and Title EXECUTIVE DIRECTOR

10/9/17
Date

PART E – PROJECT BUDGET

Project Budget

<input type="checkbox"/>	New Project	<input type="checkbox"/>	One-Time Funding Request
XX	Ongoing Project with CDBG Support	XX	On-going Project with Other Support

**** NOTE: Another budget form may be substituted for this FORM**

*An alternative format providing the information below is acceptable
(must include all itemized costs above \$500)*

PLEASE IDENTIFY ALL SOURCES OF LEVERAGING

	Source: CDBG/HOME	Source: Fundraising	Source: Grants	Source: Other	Total Project Cost:
<i>Revenue Sources</i>	\$15,000.00	\$	\$145,500.00	\$27,229.00	\$187,729.00
<i>Is this source confirmed and committed to the project?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Project Costs (include all costs directly related to delivering this service or accomplishing this project)

Salaries & Wages	\$1,125.00		\$44,761.00	\$12,245.00	\$58,131.00
Administrative Costs	\$450.00		\$1,767.00	\$2,328.00	\$4,545.00
Space & Utilities	\$675.00		\$29,673.00	\$8,188.00	\$38,536.00
Expenses & Supplies			\$4,451.00	\$1,329.00	\$5,780.00
Capital Equipment			\$1,617.00	\$460.00	\$2,077.00
Direct Client Services	\$12,750.00		\$60,568.00	\$5,342.00	\$78,660.00
Subtotal: Project Costs	\$15,000.00		\$142,837.00	\$29,892.00	\$187,729.00

Explain Other Costs

(include other costs over \$500 needed to implement this service or project)

Grand Total:	\$15,000.00		\$142,837.00	\$29,892.00	\$187,729.00
---------------------	--------------------	--	---------------------	--------------------	---------------------

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.

SECOND CHANCE SOCIETY, LLC.
SUBRECIPIENT

Pat Owen EXECUTIVE DIRECTOR
PRINT NAME OF CERTIFYING OFFICIAL

x Pat Owen 10/9/17
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 - SECOND CHANCE SOCIETY, INC.

PAT OWEN, EXECUTIVE DIRECTOR

PRINT NAME OF CERTIFYING OFFICIAL

Pat Owen

SIGNATURE OF CERTIFYING OFFICIAL

10/9/17

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 THE CITY OF POMPANO BEACH
By PAT OWEN, EXECUTIVE DIRECTOR

(print this individual's name and title)

for SECOND CHANCE SOCIETY, INC.

(print name of entity submitting statements)

whose business address is 1825 SE 4th AVENUE
FORT LAUDERDALE, FL 33316

and if applicable is Federal Employer Identification Number (FEIN) is 65-1118303

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

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).

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.

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).

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.

Pat Owen

(Signature) PAT OWEN, EXECUTIVE DIRECTOR

Sworn to me and subscribed before me this 9th day of OCTOBER, 2017.

Personally known

Produced identification

Notary Public—State of FLORIDA

My commission expires 10/9/2017

(Type of Identification)

PAULA J. VICKERS

(Printed, typed or stamped commissioned name of notary public)

