

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND

Broward County Sheriff's Office

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.

Broward County Sheriff's Office, a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at **2601 W. Broward Blvd., Fort Lauderdale, FL 33312** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach will appropriate the sum of **\$12,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference beginning with the date this Contract is fully executed by both parties and ending September 30, 2017; 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) 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
 - d) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and

- e) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- f) 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
- g) 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
 - 3) 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 due on November 16th of each fiscal year; and
 - 5) 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.
- h) 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 begin with the date this Contract is fully executed by both parties and shall terminate on the 30th day of September 2017, 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.
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$12,000** 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) (e) 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 (January/February/March) - May 1st

2nd Quarterly Report (April/May/June) - August 1st

3rd 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.

- 5) 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.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period the contract was executed by both parties through September 30, 2017 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 at the date of execution by both parties through September 30, 2017, 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.
- 8) 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 indemnify and hold harmless the City of Pompano Beach from and 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.

"RECIPIENT":

BROWARD COUNTY SHERIFF'S OFFICE, a Florida
Not For Profit Corporation

Witnesses:

Catherine J. Morv
Erika Galvan

By: Heather Mitchell

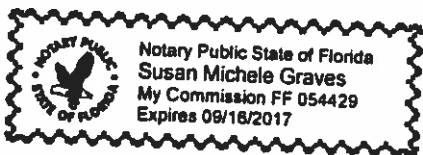
Heather Mitchell
Typed or Printed Name

Title: Director, Finance

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of January, 2017
by Heather Mitchell as Finance Director of **Broward**
County Sheriff's Office, a Florida Not For Profit Corporation. He/she is personally known to me or who has
produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Susan Michele Graves
NOTARY PUBLIC, STATE OF FLORIDA

Susan Michele Graves
(Name of Acknowledger Typed, Printed or Stamped)

FF 054429
Commission Number

Approved as to form and legal sufficiency
Subject to the execution by the parties:

By: Ronald M. Gunzburger
General Counsel/Executive Director
Broward Sheriff's Office

01/11/17
Date

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By:

LAMAR FISHER, MAYOR

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, 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

ADDENDUM "1"

**CITY OF POMPANO BEACH
FISCAL YEAR 2017**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Broward County Sheriff's Office
2. Mailing Address: 2601 W. Broward Boulevard
Fort Lauderdale, FL 33312
3. Date of Incorporation: 1915
4. Chief Executive Officer: Scott J. Israel

Official Title: Sheriff, Broward County Telephone #: 954-831-8901
5. Contact Person (if different from above): Leslie Ceden
Telephone #: 954-321-4201
6. Provide a brief description of the organizations goals and objectives:

The primary objectives of BSO's Summer G.R.E.A.T. program are preventing youth violence, gang participation, anti-bullying, and legal consequences. Students will ultimately understand the dangers associated with delinquency and violent behaviors by learning problem solving techniques without resulting to violence.

Students will participate in an evidence-based curriculum while experiencing educational, cultural, and pro-social recreational activities they would not have been afforded without the Summer G.R.E.A.T. program.

G.R.E.A.T. Objectives

- Provide a safe environment, supervision, and structured activities for youth during summer months;
- Strengthen decision making and problem solving skills;
- Teach anger recognition, management, and conflict resolution techniques;
- Enhance reading comprehension;
- Provide a positive impact on youth and their families;
- Create a positive attitude toward family members, law enforcement, school, and the community.

ADDENDUM “1”

G.R.E.A.T. Outcomes

- 40 at-risk middle school students will attend Summer G.R.E.A.T. program
- Students will learn how to apply problem solving skills;
- Students will avoid gang and/or criminal activities;
- Students will increase reading comprehension;

Students will have improved communication and relationships with family, law enforcement, school, and within the community.

7. Amount of funding requested: \$12,000
8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

Requested funds will be used to pay for field trip expenses (for seven field trips) such as admissions, student snacks and lunches. Funds will also pay for camp supplies which includes arts and crafts materials, books, pencils and miscellaneous supplies used for class instruction, book reports, and community service projects; sports equipment and board games; G.R.E.A.T. logo t-shirts to help identify students on field trips; and water bottles to ensure proper hydration while outdoors.

The salaries and benefits for the seven SRO's assigned to the program will be paid by the Broward Sheriff's Office.

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

The BSO'S Summer G.R.E.A.T. (Gang Resistance Education and Training) program is an evidence-based, national, and international gang and violence prevention program that builds trust between law enforcement and the communities they serve. G.R.E.A.T. will run 40 hours per week for seven weeks at Crystal Lakes Middle School in Pompano Beach, FL. Seven BSO School Resource Officers (SRO) assigned to the Pompano Beach District will operate the program.

The G.R.E.A.T. curriculum consists of 13 core lessons, including gang resistance, anti-bullying, youth violence, problem solving techniques, basic first aid/CPR, team building, positive social skills, and self-esteem. Youth will participate in community service projects, sportsman ship and academic enrichment activities, internet safety, mentoring, and swim/water safety. G.R.E.A.T. includes a family component which is life-skills based and enhances social bonding to reduce isolation within the family.

G.R.E.A.T. will serve incoming 6th graders and rising 7th and 8th graders attending Crystal Lakes and Pompano Middle schools. G.R.E.A.T. offers a safe environment free of charge for at-risk youth who

ADDENDUM "1"

would otherwise be left unsupervised. This is a crucial time for law enforcement to build relationships and trust with students.

10. Will the recommended grant amount result in the 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 ☐ No ☒

10a. If yes, what is the ratio of this other funding to the City's recommended funding?

11. Does your organization receive support from the County or other cities? Yes ☐ No ☒

11a. If yes, please list the amount(s) and source(s).

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 0

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 2015	Current Year Estimated 2016	Next Year Proposed 2017
Total Persons Served	40	40	40
Number of Pompano Beach residents served	40	40	40

ADDENDUM "1"

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

		Last Year Adopted 2016	Current Year Proposed 2017
Resource Available:			
City of Pompano Beach			\$12,000
Federal Funding	CDBG	\$12,500	
State Funding			
Other Local Government Funding			
Foundation Grants			
User Fees			
Other Revenue Sources			
Total Resources Available		\$12,500	\$12,000

Resource Allocated:			
Salaries			
Benefits			
Program Supplies		\$1,900	\$1,400
Field Trips/Lunches		\$10,000	\$10,000
Student Snacks		\$600	\$600
Other			
Total Resources Allocated		\$12,500	\$12,000

- *Please provide line item detail for expenses over \$10,000*



**Summer 2017
Program Budget**

	COPB Funds	BSO In-Kind	Total Costs
Salaries & Wages		\$68,541.20	\$68,541.20
Fringe/Benefits			
Professional Services			
Program Supplies	\$1,400.00		\$1,400.00
Postage/Printing			
Notices/Subscriptions			
Utilities			
Travel/Training			
Rent/Facility			
Ins/Legal/Financial			
Fundraising			
Other: 40 Student Scholarships			
Field Trips	\$8,000.00		\$8,000.00
Field Trip Lunches	\$2,000.00		\$2,000.00
Snacks	\$600.00		\$600.00
Total:	\$12,000.00	\$68,541.20	\$80,541.20

Exhibit “A”

(Not applicable)
