MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTI	RACT is made and	entered into	this	day of	, 20 <u>19</u> .
by the City of Pompan	no Beach ("City") an	nd, Broward	County	Sheriff's Office	ce ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2018-19 (October 1st through September 30th), the sum of \$15,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2018 and ending September 30, 2019; 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

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

- 1. <u>Contract Documents</u>. This Contract consists of the following Exhibits: Exhibit A Recipients Requirements, Contractual Responsibilities and Program Description; Exhibit B Payment Schedule; and Exhibit C Insurance Requirements when applicable all of which are attached hereto and made a part hereof and incorporated herein; and all written change orders and modifications issued after execution of this Contract.
- 2. <u>Term of Contract</u>. This Contract shall be for the period beginning October 1, 2018 and ending September 30, 2019.
 - 3. Renewal. This Contract is not subject to renewal.
- 4. City's <u>Maximum Obligation</u>. City agrees to pay Recipient for conducting the Program. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Program during the term of this Contract.
- 5. Payment of Program or Activity. City shall pay Recipient for performance of the program in accordance with Exhibit B, Payment Schedule.
- 6. <u>Disputes</u>. Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City, and such decision shall be final.

7. Contract Administrators, Notices and Demands.

- A. <u>Contract Administrators</u>. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be <u>Leslie Cedeno</u> (or their authorized written designee) as further identified below.
- B. <u>Notices and Demands</u>. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Recipient: Leslie Cedeno, Grants Coordinator

2601 W. Broward Boulevard Fort Lauderdale, FL 33312-1308

Office: 954-321-4201

Email: Leslie_cedeno@sheriff.org

If to City: City Manager or Designee, Contract Administrator

Greg Harrison, City Manager 100 West Atlantic Blvd. Pompano Beach, FL 33060 Phone: (954) 786-4601

With a copy to: Antonio Pucci, Contract Manager

100 West Atlantic Blvd. Pompano Beach, FL 33060 Phone: (954) 786-5574

Email: antonio.pucci@copbfl.com

8. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Recipient for said Work product. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Recipient may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Contract.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. <u>Termination</u>. City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event that the City of Pompano Beach fails for any reason to appropriate funds for this contract, this Contract shall be deemed terminated and City shall provide Recipient with ten (10) business 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.

10. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

- 11. <u>Insurance</u>. If required, Recipient shall maintain insurance in accordance with Exhibit "C" throughout the term of this Contract.
- 12. <u>Indemnification</u>. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.
- A. City and Recipient shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

To the extent permitted by law, Recipient shall indemnify, defend, and hold City, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of Recipient, its employees, agents, servants and Recipient shall indemnify City, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which City, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts or omissions of Recipient, its employees, agents, or servants. For purposes of this provision, City employees shall not be deemed agents or servants of Recipient and Recipient employees shall not be deemed agents or servants of City. Recipient will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

- B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.
- 13. <u>Sovereign Immunity</u>. Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

14. Non-Assignability and Subcontracting.

A. Non-Assignability. This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be

responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

- 15. <u>Performance Under Law</u>. The Recipient, in the performance of duties under the Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 16. <u>Audit and Inspection Records</u>. The Recipient shall permit the authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, relating to the program being funded by this contract until the expiration of three years after final payment under this contract. The Recipient agrees that such inspections and audits may include the audit of the financial affairs of the Recipient by authorized City representatives, and may be done at any time with no advance notice by the City.

The Recipient further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

In the event RECIPIENT receives fifty thousand dollars (\$50,000.00) or more from the City of Pompano Beach, the City of Pompano Beach reserves the right to request 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. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon request, this report shall be due within 120 days of the close of the CITY'S fiscal year.

- 17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
- 18. <u>Independent Parties</u>. The Recipient shall be deemed an independent Recipient for all purposes, and the employees of the Recipient or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

Furthermore; nothing in this contract 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. 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 contract and the Recipient's program or activity generally described herein and more particularly described in Exhibit "A" to this contract.

19. <u>Mutual cooperation</u>. The Recipient recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Recipient shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:
- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Recipient does not transfer the records to the City.
- 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Recipient, or keep and maintain public records required by the City to perform the service. If the Recipient transfers all public records to the City upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- B. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com

21. Governing Law. This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. Waiver and Modification.

- A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.
- B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.
- C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.
- 23. <u>No Contingent Fee</u>. Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or

paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

- 24. <u>Attorneys' Fees and Costs</u>. In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.
- 25. <u>No Third Party Beneficiaries</u>. Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.
- 26. Public Entity Crimes Act. As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the Convicted Vendors List during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.
- 27. Entire Contract. This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.
- 28. <u>Headings</u>. The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- 29. <u>Counterparts</u>. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.
- 30. Approvals. Whenever CITY approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.
- 31. <u>Absence of Conflicts of Interest.</u> Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any

manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

- 32. <u>Binding Effect.</u> The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.
- 33. <u>Severability</u>. Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year hereinabove written.

"CITY":

Witnesses:	CITY OF POMPANO BEACH
	By:REX HARDIN, MAYOR
3	By:GREGORY P. HARRISON, CITY MANAGER
Attest:	
ASCELETA HAMMOND, CITY CLERK	(SEAL)
Approved As To Form:	
MARK E. BERMAN, CITY ATTORNEY	_
STATE OF FLORIDA COUNTY OF BROWARD	
of, 2019 by REX HA City Manager and ASCELETA HAMMO	acknowledged before me this day ARDIN as Mayor, GREGORY P. HARRISON as OND as City Clerk of the City of Pompano Beach, lf of the municipal corporation, who are personally
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"RECIPIENT"

	Broward County Sheriff's Office
Witnesses:	(Print or type name of company here)
	By: Meather Mitchell
(Print or Type Name)	Print Name: Heather Mitchell
Or Shewie ampore	Title: Director of Finance
Catherine A. Moore' (Print or Type Name)	Business License No
STATE OF Florida	
COUNTY OF Broward	
as perector of Finance of	Broward Sheriff's Office, a poration or a Florida limited liability company on behalf
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	ANAREA M. GUESS
Andrea M. Guess COMMISSION #FF230563 EXPIRES: May 13, 2019	(Name of Acknowledger Typed, Printed or Stamped)
www.AaronNotary.com	Commission Number
Miscellaneous Appropriations Contract 9/5/2018 ACP	
Approved as to form and lega	al sufficiency
subject to the execution by By: Ronald M. Gunzburger, Ge	the parties: 12/148 eneral Coungel Date
Broward County Sheriff's	
Miscellaneous Appropriations Contract	Page 11 of 11

Exhibit A Recipients Requirements

- 1. RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Contract;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
 - c) Prior to the award of any CITY funds, RECIPIENT shall provide a W9 form; 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 Contract shall be resolved in favor of the more restrictive guidelines; and
 - e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract FRAUDULENT USE OF CITY FUNDS WILL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION; 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 Contract upon the finding that the terms of any contract 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 which includes, but not limited to (these items shall not be allowed for reimbursement):
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal
 - iv. Pre-award costs
 - v. Entertainment (i.e. disc jockey, band, performers for social events)
 - vi. Out-of-state travel; non-local travel expenses
 - vii. Gift cards
 - viii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - ix. Rentals one day only (additional time requires written justification and approval)

- x. Land acquisition
- xi. Furniture
- xii. Honorius for presenters/speakers
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (requires written justification and approval)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- 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 under this Contract; and
- RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative progress report on the program or activity described in Exhibit "B" Payment Schedule. 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 Exhibit "B" "Payment Schedule. 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:

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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) - September 30th
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However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter, as long as it does not exceed the term of this contact.

When submitting the quarterly reports RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii Race
 - iii Gender
 - iv Zip Codes
 - v Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

The approved budget for the RECIPIENT, included in Exhibit "B" Payment Schedule 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 shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure from the RECIPIENT to provide a Quarterly or Final report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

RECIPIENT shall not be allowed to receive any new funding from the CITY if RECIPIENT has any unspent or uncommitted funds from a previous awarded contract that <u>have not</u> been returned to CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.





Broward Sheriff's Office Pompano Beach Summer G.R.E.A.T. Program Funding Application 2019

Applicant Agency:	Broward Sheriff's Office
Agency Address	2601 W. Broward Boulevard
	Fort Lauderdale, FL 33312-1308
Contact Person	Leslie Cedeno
Title	Grants Coordinator
Phone	954-321-4201
Email	Leslie_cedeno@sheriff.org
CEO/Executive Officer	Scott Israel
Title	Sheriff
Phone	954-831-8901
Chief Financial Officer	Heather Mitchell
Title	Director of Finance
Phone	954-321-4492
Email	Heather_mitchell@sheriff.org
Agency Type	Public Safety
FEIN	59-6000534
DUNS	144668584

Program Description

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 six weeks at Crystal Lakes Middle School in Pompano Beach, FL. Nine 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, sportsmanship 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 would otherwise be left unsupervised. This is a crucial time for law enforcement to build relationships and trust with students.

Utilization of Funds

Requested funds will be used to pay for field trip expenses such as admissions, student lunches and snacks. 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 nine SRO's assigned to the program will be paid by the Broward Sheriff's Office.

Coordination with Other Agencies

BSO's partnership with the Broward County School Board provides for a safe and secure location for the Summer G.R.E.A.T. program at no cost, allowing BSO to provide the program free of charge to parents. Crystal Lakes Middle School is part of the Summer Food Service program that provides free, nutritious meals to children in low income areas. This program is only offered in areas where more than 50% of the students are eligible for free/reduced meals.

The SRO's believe students would benefit from the experience of giving back to the community and is therefore collaborating with area businesses and neighborhood organizations on to incorporate a volunteerism component to the program. Opportunities will include various activities such as a beach clean-up and environmental conservation training and other such community service projects. As part of the mentoring component, BSO collaborates with organizations such as the Broward County Health Department, Broward County Courthouse, and Waste Management to bring in guest speakers who address the importance of education, work ethics, safety, and necessary skills to get a job. BSO Fire Rescue provides instruction in basic First Aid and CPR. BSO Explorers are middle and high school students who engage with G.R.E.A.T. participants as mentors and role models.

Project Timeline

January – February	 Advertise G.R.E.A.T. Summer Camp Post flyers at elementary and middle schools Open application period
March – April	 Screen applications Verify student eligibility with schools Issue acceptance letters
May	Order materials and suppliesSchedule field trips
June	Prepare site for participantsComplete curriculum materials
June – July	 Program begins Operational hours 7am – 4pm. Students are given pre/post-tests as the program's primary evaluation and assessment measuring tool
August – December	 Follow up with students and parents to track progress after program completion Meet with school guidance counselors to continue monitoring progress.

Project Objectives/Outcomes

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.

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.

Data Collection

Daily attendance sheets are used to monitor student attendance in the program. SRO's will take a headcount of students during the lunch break and monitor pick up process at the end of the day ensuring that the students remained present the entire day.

Students will take pre- and post- tests designed by the US Department of Juvenile Justice and Delinquency Prevention to evaluate student's knowledge on gangs and the effectiveness of the G.R.E.A.T. program. Student's gain in reading comprehension is also measured through pre-/post-tests as well as classroom discussion of books being read and book reports/homework assignments.

During the school year, SRO's pull weekly truancy reports. To date, not one G.R.E.A.T. participant has shown to be truant. In addition, after five years of running the Summer G.R.E.A.T. program, none of the 225 participants have been involved in gang activity or been arrested as demonstrated through BSO arrest records.

Budget

Project Budget					
Program Supplies	\$1,400.00				
Field Trips	\$12,100.00				
Student Lunches	\$2,500.00				
Student Snacks	\$1,000.00				
TOTAL	\$17,000.00				

Budget Justification

A. Requested Funds

- Program Supplies: \$35 X 40 students = \$1,400. Cost includes:
 - o Each student will receive five G.R.E.A.T. logo t-shirts to be worn daily and on each field trip;
 - o G.R.E.A.T. logo water bottles;
 - o Books, pens, paper, arts and crafts supplies;
 - o Board games, sports equipment (footballs, basketballs, etc).
- Field trips: \$50.42/ea X 40 students X 6 weeks = \$12,100:
- Lunches: \$10.42/ea X 40 students X 6 weeks = \$2.500
- Snacks: \$4.17/ea X 40 students X 6 weeks = \$1,000

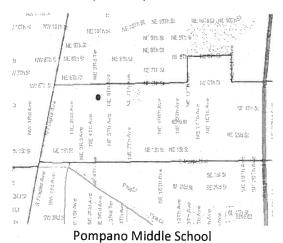
B. Other Sources

Crystal Lakes Middle School provides breakfast and lunch to students during the summer program
except on weekly field trip days. The school receives its funding from the national Title 1 program, which
provides free meals to schools in low income areas.

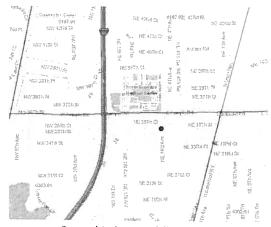
Designated project area is the City of Pompano Beach. Campers will be students enrolled in Pompano Middle and Crystal Lakes Middle schools and will reside in zip codes 33064 and 33060.



City of Pompano Beach



310 NE 6 Street, Pompano Beach, FL 33060



Crystal Lakes Middle School

3551 NE 3 Avenue, Pompano Beach, FL 33064



Summer G.R.E.A.T. Program Work Plan

	Expected Outcome	Data Source / Evaluation Methodology		Key Activities	Timeline	Responsibility
1. Provide a safe	1. 40 at-risk middle	1. Daily attendance sheets	•	Advertise G.R.E.A.T.	• Jan – Feb	BSO Deputies
environment,	school students will	are used to monitor		Summer Camp		(SRO's) will be
supervision, and	attend Summer	student participation in	•	Open application	• Jan – Feb	responsible
structured activities	G.R.E.A.T. program;	the program.		period		for all
for youth during			•	Screen applications	Mar – Apr	activities
summer months;	2. Students will	2. Students will take pre-	•	Verify student	Mar – Apr	related to the
	learn how to apply	/post-tests to evaluate		eligibility	-	preparation
2. Strengthen	problem solving	students' knowledge on	•	Issue acceptance	Mar – Apr	and delivery
decision making and	skills;	gangs and the		letters	•	of the
problem solving		effectiveness of the	•	Order/purchase	• Mav	program
skills;	3. Students will	GREAT program.	_	materials and supplies		
	avoid gang and/or		•	Schedule field trips	• Mav	
3. Teach anger	criminal activities;	3. Gains in reading	•	Prenare site for	, c::	
recognition,		comprehension will be		participants		
management, and	4. Students will	measured through pre-	•	Complete curriculum	ui.	
conflict resolution	increase reading	/post-tests as well as class		materials		
techniques;	comprehension;	discussions of books being	•	Program heging	e line - Aug	
		read and	•	Operational bours 82m	Sur Aut	
4. Enhance reading	5. Students will	reports/homework.	•	Appelational Hours Salli	Sink a line	
comprehension;	have improved			- 4pm. Deputies arrive		
	communication and	4. During the school year		by /am and remain		
5. Provide a positive	relationships with	SRO's pull weekly truancy		airlin all students are		
impact on youth	family, law	reports and monitor		picked up	•	
and their families;	enforcement,	behavior in school and	•	Students are given pre-	● Jun – Aug	
	school, and within	home through discussion		/post-tests as		
6. Create a positive	the community.	with teachers and parents.		program s primary		
attitude toward				evaluation/assessment		
family members,				tool	•	
law enforcement,			•	Follow up with	• Jun – Aug	
school, and the				students/parents/		
community.				ובשרוובו זוח וושרא	1	

Exhibit B Payment Schedule

A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

B. ADOPTED ITEMIZED BUDGET

To ensure full receipt of awards, applicants must follow all approved itemized budget and submit all reporting requirements in a timely manner as described in Exhibit "A" Recipient Requirements. Submit the <u>approved itemized budget</u> and the application in Exhibit "B" Payment Schedule.

C. PAYMENT SCHEDULE

The total amount awarded for the Broward County Sheriff's Office (BSO) for BSO's Summer G.R.E.A.T Program for the current fiscal year is: \$15,000.00.

Funds shall be dispensed on a reimbursement basis. RECIPIENT shall provide to the CITY with an itemization of RECIPIENT's costs and invoices prior to payment by the CITY. The CITY reserves the right to deny any request for payment that does not comply with the terms of this agreement. RECIPIENT shall be responsible for any such costs which are denied by the CITY.

Please Note:

- 1. Failure to provide a final quarterly narrative report and a final financial report within forty-five (45) days of receipt of the advance and/or failure to utilize all allocated funds from the advance will render an organization ineligible for current and future funding from the CITY.
- 2. Funds must be used to support CITY's Sponsored Projects and residents.
- 3. FRAUDULENT USE OF CITY FUNDS WILL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION.
- 4. FUNDS THAT ARE NOT CLAIMED BY RECIPIENT FOR REIMBURSEMENT SHALL NOT BE AVAILABLE PAST SEPTEMBER 30, 2019.

EXHIBIT "C"

INSURANCE REQUIREMENTS

RECIPIENT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

RECIPIENT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by RECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by RECIPIENT under this Agreement.

Throughout the term of this Agreement, RECIPIENT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. RECIPIENT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

1

- (1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from RECIPIENT's negligent acts or omissions in connection with RECIPIENT's performance under this Agreement.
- (2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and

\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form

bodily injury and property damage bodily injury and property damage

XX premises - operationsXX products/completed

bodily injury and property damage combined

operations hazard

XX contractual insurance XX broad form property damage

bodily injury and property damage combined bodily injury and property damage combined

XX independent RECIPIENTs

personal injury

XX personal injury

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY

	comprehensive form	Agent must show pr	proof they have this coverage.			
EX	CESS LIABILITY		Per Occurrence	Aggregate		
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000		
PR	OFESSIONAL LIABILITY		Per Occurrence	Aggregate		
	* Policy to be written on a clain	ns made basis	\$1,000,000	\$1,000,000		

- (3) If Professional Liability insurance is required, RECIPIENT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. <u>Employer's Liability</u>. If required by law, RECIPIENT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

- D. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the RECIPIENT, the RECIPIENT shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. <u>Waiver of Subrogation</u>. RECIPIENT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then RECIPIENT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should RECIPIENT enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2018

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 have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	the cer	rms and conditions of th	e polic	y, certain p	olicies may r	equire an endorsement	. As	tatement on
PRODUCER	the cer	incate noider in ned or st	CONTAC		<i>)</i> ·			
Marsh USA Inc.			NAME: PHONE			FAX (A/C, No):		
1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323-2858			(A/C, No E-MAIL			(A/C, No):		
Attn: FtLauderdale.Certs@marsh.com - Fax: 212-948-0)512		ADDRES					1
CN101842766CAS*-18-19						DING COVERAGE		35378
INSURED					nsurance Compar	*		33376
BROWARD COUNTY SHERIFF'S OFFICE					Marine And Gener	al Insurance Company		
ATTN: RISK MANAGEMENT DEPARTMENT 2601 WEST BROWARD BOULEVARD			INSURE					
FT. LAUDERDALE, FL 33312			INSURE					-
			INSURE					
COVERAGE	TITIOAT	C MUMPED.	INSURE			DEVICION NUMBER: 0		
THIS IS TO CERTIFY THAT THE POLICIES		E NUMBER:		-004788676-06		REVISION NUMBER: 9		LICY PEDIOD
INDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY P EXCLUSIONS AND CONDITIONS OF SUCH F	QUIREME ERTAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I	DOCUMENT WITH RESPEC	CT TO	WHICH THIS
LTR TYPE OF INSURANCE	INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY		MPEMID0002-16-02		10/01/2018	10/01/2019	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR	i					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
X SIR: \$750,000						MED EXP (Any one person)	\$	NOT COVERED
						PERSONAL & ADV INJURY	\$	INCLUDED
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	INCLUDED
OTHER:		MPEMID0002-16-02		10/01/2018	10/01/2019	COMBINED SINGLE LIMIT	\$	4 000 000
A AUTOMOBILE LIABILITY		SIR: \$750,000		10/01/2016	10/01/2019	(Ea accident)	\$	1,000,000
X ANY AUTO OWNED SCHEDULED	ļ.	SIK. \$750,000			}	BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE		
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
							\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION\$		WC2018EPP00136		10/01/2018	10/01/2019	V DED OTH	\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				10/01/2016	10/01/2019	X PER OTH-		
I I ANYPROPRIETOR/PARTNER/EXECUTIVE - I	N/A	(Excess Worker's Compensation)				E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH) If yes, describe under		SIR & Retention: \$2,500,000				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	l e			-			(*)	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL RE: Grant-Funded Summer Camp Program Operated by Di		D 101, Additional Remarks Schedu	ile, may b	e attached if mo	re space is requir	ed)		
City of Pompano Beach is included as additional insured wi		ed by written contract with respect to	General L	iability.		\bigcirc		
See attached.		,		•				
				APPR (OVED			\supset
							1-1	
15			E	By Danie	lle Thorp	e at 1:42 pm, Ja	n 08	3, 2019
CERTIFICATE HOLDER			CANO	CELLATION				
CENTI IOATE HOLDER			CAN	JEELA HON				
City of Pompano Beach 100 W. Atlantic Boulevard Pompano Beach, FL 33061			THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I BY PROVISIONS.		
				RIZED REPRESI sh USA Inc.	ENTATIVE			

Juan Hemanden

Juan Hernandez

AGENCY CUSTOMER ID: CN101842766

Loc #: Lauderdale



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED BROWARD COUNTY SHERIFF'S OFFICE ATTN: RISK MANAGEMENT DEPARTMENT			
POLICY NUMBER		2601 WEST BROWARD BOULEVARD FT. LAUDERDALE, FL 33312			
CARRIER	NAIC CODE				
		EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ FORM TITLE: Certificate of Liability Insurance

Sexual Abuse Acts Coverage: \$2,500,000 Each Sexual Abuse Act Limit \$5,000,000 Sexual Abuse Act Aggregate Self-Insured Retention: \$500,000.