

REQUESTED COMMISSION ACTION:

Consent	Ordinance	<input checked="" type="checkbox"/> Resolution	Consideration/ Discussion	Presentation
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Short Title: A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC SERVICE PROGRAM AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY RECONSTRUCTION HOUSING CORPORATION.  
(Fiscal impact: \$50,000 from Working Capital Reserves)

Summary of Purpose and Why:

This program service agreement encompasses a unique after school youth program entitled, "Rites of Passage Program." The focus is on middle-school age minority youth.

The what, who, when, where and why is within Exhibit B of the attached backup. The overall goal is to make a difference in the lives of underprivileged youth.

This request for \$50,000 is being matched by the Children's Services Council with \$150,000 for a total program of \$200,000 beginning September 1, 2015 through August 31, 2016.

- (1) Origin of request for this action: Mayor Fisher
- (2) Primary staff contact: Greg Harrison, Assistant City Manager *GH* EXT 4606
- (3) Expiration of contract, if applicable: August 31, 2016
- (4) Fiscal impact and source of funding: \$50,000 from Working Capital Reserves - General Fund

DEPARTMENTAL COORDINATION

DATE

DEPARTMENTAL RECOMMENDATION

DEPARTMENTAL HEAD SIGNATURE

City Attorney

7/8/15

Approval

*[Signature]*

Finance

7/8/15

Approval

*[Signature]*

Budget

7/8/15

Approval

*[Signature]*

City Manager

*[Signature]*

*[Signature]*

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading

2nd Reading

Results:

Results:



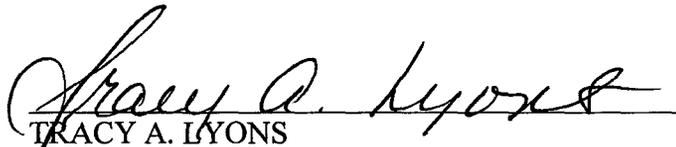
**City Attorney's Communication #2015-1225**  
July 7, 2015

**TO:** Greg Harrison, Assistant City Manager  
**FROM:** Tracy A. Lyons, Assistant City Attorney  
**RE:** Resolution – Public Service Program Agreement

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC SERVICE PROGRAM AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY RECONSTRUCTION HOUSING CORPORATION; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

  
TRACY A. LYONS

/jrm  
l:cor/mgr/acm/2015-1225

Attachments

## Shelley Bartholomew

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**From:** Lamar Fisher <lamar@fisherauction.com>  
**Sent:** Wednesday, April 1, 2015 10:40 AM  
**To:** Dennis Beach  
**Cc:** Greg Harrison; Miriam Carrillo; mguice@crh954.org; ras60@aol.com; Shelley Bartholomew  
**Subject:** Community Initiative-Collier City  
**Attachments:** DOC192.PDF

Mr. Beach:

Good morning. I had the pleasure of meeting with Pastor Robert Stanley of Hopewell Missionary Baptist Church, one of the most prominent churches in our City, and Pastor Mathes Guice, President/CEO of Community Reconstruction Housing Corp. on the referenced matter. Both gentlemen are cc'd on this communication.

The purpose of our meeting was to discuss a unique program that in my opinion would overwhelmingly make a difference in our Collier City community. The program is named "Rites of Passage" and I have attached some information for your review.

The snapshot of the program is as follows;

-Pastor Guice was a former BSO officer for many years.

-The program was implemented and has become the model in one of our Broward County municipalities; West Park, Florida. Mayor Eric Jones of West Park played a key role in its success. Per my conversations with Pastor Guice, this program virtually eliminated all drug and crime activity from their youth.

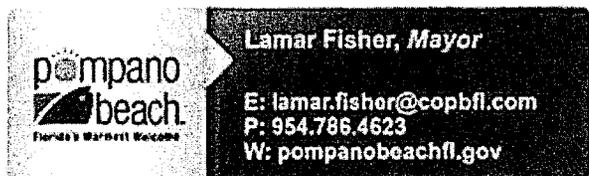
-The program is a Faith Based Community Development Initiative; creating jobs as well.

-They work with community partners such as Nova University, Children Services matching funds 3/1, CRA's, BSO, local churches etc.

-Their budget approximates \$200,000 and the City's portion would estimate a \$50,000 commitment.

I would like to set up another meeting you, Pastor Stanley and Pastor Guice and need your guidance whom should we meet with? I have cc'd Mr. Harrison and Ms. Carrillo thinking her department might be able to provide some assistance. Shelley can respond to all the parties to this email with some dates you and your team would be available.

Please let me know your thoughts. Thank you.



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For more information please visit <http://www.symanteccloud.com>

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RESOLUTION NO. 2015-\_\_\_\_\_

**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 PUBLIC SERVICE PROGRAM AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMMUNITY RECONSTRUCTION HOUSING CORPORATION; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That an Agreement between the City of Pompano Beach and Community Reconstruction Housing Corporation, a copy of which Agreement is attached hereto and 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 Community Reconstruction Housing Corporation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

**CITY OF POMPANO BEACH, FLORIDA**  
**PUBLIC SERVICE PROGRAM AGREEMENT**

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and Community Reconstruction Housing Corporation, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

<b>FUNDING SOURCE:</b>	<u>City of Pompano Beach, Florida</u>
<b>AMOUNT:</b>	<u>\$50,000.00</u>
<b>TERM OF THE AGREEMENT:</b>	<u>September 1, 2015 - August 31, 2016</u>

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

**ARTICLE I**

**EXHIBITS AND DEFINITIONS**

- 1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:
- |                  |  |
|------------------|--|
| <b>Exhibit A</b> | Resolution Authorizing Execution of this Agreement   |
| <b>Exhibit B</b> | Community Reconstruction Housing Corporation Rites of Passage Program Pompano Expansion Plan |
| <b>Exhibit C</b> | Articles of Incorporation  |
| <b>Exhibit D</b> | Budget Summary   |
- 1.2 **DEFINED TERMS.** As used herein the following terms shall mean:
- Agreement Records:** Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
- Department:** The City of Pompano Beach Office of the City Manager.

**ARTICLE II**  
**BASIC REQUIREMENTS**

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Articles of Incorporation submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as **Exhibit C** to this Agreement and shall include the following:
- 2.2 The Budget Summary attached hereto as **Exhibit D**, which shall include completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, and a copy of all subcontracts.
- 2.3 A list of key staff persons (with their titles) who will carry out the Program.
- 2.4 Completion of an Authorized Representative Statement.
- 2.5 Completion of a Statement of Accounting System.
- 2.6 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.7 All other documents reasonably required by the CITY.

**ARTICLE III**  
**TERMS AND PROCEDURES**

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **September 1, 2015 and end on August 31, 2016.**

3.3 PAYMENT:

Payment shall be made on a monthly basis beginning on the first of each month.

3.4 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY.

3.5 LEVEL OF SERVICE:

It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement.

**ARTICLE IV**

4.1 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.1.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.1.2. Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease -Policy Limit

\$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s)

Initials 

declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

#### 4.1.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 General Aggregate

\$ 200,000 Products/Completed Operations Aggregate

\$ 200,000 Personal and Advertising Injury

\$ 200,000 Each Occurrence

#### 4.1.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

#### 4.1.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or,

if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 Each Claim/Annual Aggregate

- 4.1.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.
- 4.1.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.
- 4.1.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.
- 4.1.9 SUBRECIPIENT'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTS, without CITY'S incurring any liability to SUBRECIPIENT.

4.2 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.3 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

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**ARTICLE V**

**RECORDS AND REPORTS**

5.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

5.1.1 Records providing a full description of each activity assisted (or being assisted) with the Funds, including its location (if the activity has a geographical locus), the amount of Funds budgeted, obligated and expended for the activity.

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Subrecipient shall comply with Florida's Public Records Law. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

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5.2 RETENTION AND ACCESSIBILITY OF RECORDS:

5.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

5.2.2 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

5.2.3 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

5.2.4 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

5.3 PROVISION OF RECORDS:

5.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

Initials 

5.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

## **ARTICLE VI**

### **NON-DISCRIMINATION**

6.1 **NON-DISCRIMINATION:**

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **ARTICLE VII**

### **ENFORCEMENT**

7.1 **ENFORCEMENT OF THIS AGREEMENT.** Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity

## **ARTICLE VIII**

### **REMEDIES, SUSPENSION, TERMINATION**

8.1 **REMEDIES FOR NONCOMPLIANCE.** The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to

the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 8.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 8.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 8.1.3 Wholly or partly suspend or terminate the current Funds awarded to the SUBRECIPIENT.
- 8.1.4 Take all such other remedies that may be legally available.

## 8.2 TERMINATION:

### 8.2.1 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

- 8.2.2 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by

Initials 

certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

9.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

9.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

9.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

9.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

9.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

9.7 CONFLICT OF INTEREST.

9.7.1. SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY except as permitted pursuant to this Agreement. SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having a conflict of interest shall be employed. Any such interests on the part of SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

9.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

9.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

9.9 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

9.10 GENERAL CONDITIONS.

9.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Dennis Beach, City Manager  
Office of the City Manager  
100 W. Atlantic Blvd., Suite 460  
PO Box 1300  
Pompano Beach, Florida 33061

SUBRECIPIENT

Elder Mathes Guice  
Community Reconstruction Housing Corporation  
806 E. Prospect Road  
Oakland Park, FL 33334

- 9.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 9.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 9.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 9.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 9.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.
- 9.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

Initials 

9.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

**"SUBRECIPIENT"**

**Elder Mathes Guice, Community Reconstruction Housing Corporation, a Florida not-for-profit corporation**

Witnesses:

Greg Harrison

Greg Harrison  
Printed Name

Betty J. Manes

Betty J. Manes  
Printed Name

By: [Signature]

Mathes Guice  
Name Printed, Typed or Stamped

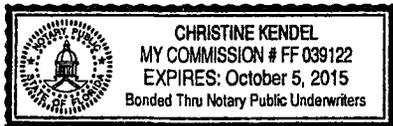
Title: President/CEO

(SEAL)

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2015 by Mathes Guice, as President/CEO of Community Reconstruction Housing Corporation, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



Christine Kendel

NOTARY PUBLIC, STATE OF FLORIDA

Christine Kendel  
(Name of Acknowledger Typed, Printed or Stamped)

FF 039122  
Commission Number

"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:

\_\_\_\_\_  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, 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

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
6/24/2015

<b>PRODUCER</b> CHESTNUT INSURANCE AGENCY 5614 Hallandale Beach Blvd Hollywood, FL 33023 (954)981-3475	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> COMMUNITY RECONSTRUCTION HOUSING CORP.  4900 HALLANDALE BCH BLVD. WEST PARK, FL 33023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: CAPITOL SPECIALTY INSURANCE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: CAPITOL SPECIALTY INSURANCE		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: CAPITOL SPECIALTY INSURANCE													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK ADJUST LTR. INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	QX02426775-01	09/22/14	09/22/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 CITY OF POMPANO BEACH AS ADDITIONAL INSURED.

APPROVED RISK MANAGEMENT  
 ON: 07-08-15  
 BY: JFM

<b>CERTIFICATE HOLDER</b> CITY OF POMPANO BEACH 100 W ATLANTIC BLVD. STE430 POMPANO BEACH, FL 33060	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
--	---



**Community Reconstruction Housing, Inc.  
Rites of Passage Program Pompano Expansion Plan**

**EXHIBIT**

B

# History

- ▶ The Rites of Passage (ROP) began when members of the Koinonia Worship Center developed a volunteer mentoring program for boys in the community. That program is now the Rites of Passage Program and is operated by Community Reconstruction Housing.
- ▶ Program has been in operation for over ten (10) years.
- ▶ Target population is middle-school age minority boys – they often 1) lack sufficient pro-social adult supervision; 2) reside in a female-led single-parent household; and 3) adult males “role models” are imprisoned or absent.
- ▶ The success of the Rites of Passage Program can be attributed to:
  - ▶ Volunteers
  - ▶ Community Partners

# What is the Rites of Passage Program?

- ▶ **What** – an afterschool prevention program that utilizes evidence-based life skills and training to address risk factors typically associated with delinquency.
- ▶ **Who** – boys enrolled in middle school who possess risk factors typically associated with delinquency (poor academic performance; pattern of truancy/absenteeism; negative peer associations; positive attitudes to anti-social behavior; insufficient adult supervision; and/or reside in impoverished household)
- ▶ **When** – daily programming after school and during the summer all day
- ▶ **Where** – two options 1) in-school; and 2) at the ROP program office
- ▶ **Why** – training to increase protective factors; tutor youth to promote academic performance; cultivate pro-social interests and positive peer associations; and provide youth with pro-social role models



# Program Model

## In-School

- ▶ Service provided at partner school
- ▶ No transportation needs – youth transported by Broward County Public Schools
- ▶ Flexible hours – start time varies depending on partner school dismissal time
- ▶ Familiar surrounding – Life Coach and Case Manager adapts to the youth's environment
- ▶ Engage youth's teachers to tutor.

## Program Office/Summer

- ▶ Services provided at ROP office
- ▶ Start time based on latest dismissal time of all partner schools – longer programming
- ▶ Youth are transported by the ROP program/Broward County Public Schools to the Program office and then picked up by parent
- ▶ Tutors are recruited from any Broward County middle school
- ▶ Summer – full day of services including Community Service Learning and field trips to promote leadership and cultivate pro-social leisure activities

# Staffing

- ▶ Life Coach – facilitates evidence based programming during after school hours; serves as a “mentor” to youth; supports parent(s) and teacher(s) in addressing problem behavior and poor academic performance. Groups conducted at a ratio of 10 boys to one Life Coach
- ▶ Case Manager – coordinates services based on a needs assessment that identifies the strengths, risks, and needs of the youth and his family members (e.g., behavioral health). Caseload is up to 20 youth per Case Manager.
- ▶ Tutors – Florida-certified teachers to deliver individualized tutoring to increase grades and support matriculation.

# Evidence-Based Programming

- ▶ The ROP curriculum utilizes Florida Department of Juvenile Justice recognized evidence-based programs (EBP).
  1. Thinking for a Change (“T4C”)
  2. The Council on Boys and Young Men
  3. Solution-Focused Brief Therapy

# Changing the Way Youth Respond

Thinking for a Change (T4C) is a 22-session evidence-based integrated, cognitive behavioral **change** program that includes cognitive restructuring, social skills development, and development of problem solving skills whereby participants 1) pay attention to thoughts and feelings; 2) recognize when there is risk - thoughts and feelings lead to trouble; and 3) use new thinking to reduce the risk.

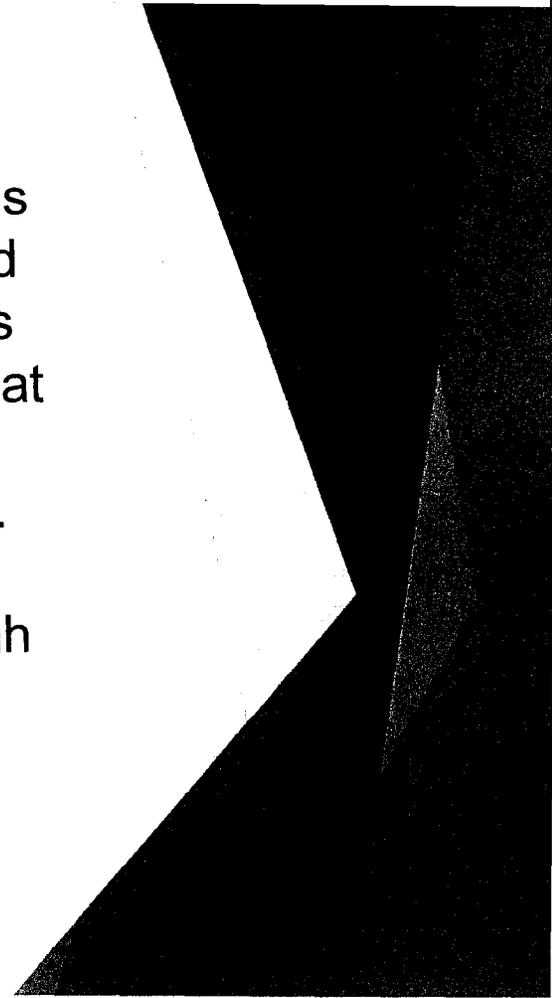
- ▶ Internal capacity – current staff trained and a certified trainer
- ▶ Parent series to support full integration within the family

# Life Skills

The One Circle Foundation's **Council on Boys and Young Men** is a strength-based life skills training focusing on the gender-specific needs of middle school-aged boys. Training is provided in weekly groups of 10 boys and addresses competition, diversity, bullying, expression of emotion, value of role models, rejecting violence, appropriate decision-making, and becoming allies with girls and women. Curriculum addresses the cultural and racial needs and challenges of minority boys and young men.

# Solution-Focused Brief Therapy

A goal oriented therapy targeting the desired outcome as a solution rather than focusing on the symptoms or issues. This technique emphasizes present and future circumstances and desires over past experiences. This form of therapy involves developing a vision of one's future, and then determining what skills, resources, and abilities a person already possesses that can be enhanced in order to attain the desired outcome. Solution-focused brief therapy contends that people are equipped with the skills to create change in their lives, though they may need help in refining and identifying those skills. Therapy is provided by licensed behavioral health clinicians.



# Community Partners

Partner	Engagement
Broward Sheriff's Office	Referrals; financial support (Law Enforcement Trust Fund)
Broward Public Schools	Referrals; tutors; transportation; in-kind program space
Children's Services Council of Broward County	Funding
Koinonia Worship Center	In-kind Program and Administrative office space
Community Foundation of Broward	Funding
Nova Southeastern University	development of behavioral health component; technical assistance

# The Need for Expansion

- ▶ Few programs to address the needs of minority boys in the northeastern section of Broward County
- ▶ Presence of risk factors associated with delinquency resulting in heightened susceptibility to crime, gang-involvement, and the continued cycle of poverty
  - ▶ History of familial poverty
  - ▶ Poor academic performance
  - ▶ Pattern of truancy, suspensions, and/or expulsions
  - ▶ Reside in neighborhood with high delinquency referrals

# School Attendance

	All Student	Black Males	All Student	Black Males	
	Excess Absences	Excess Absences	Excess Absences	Excess Absences	
	2011-12	2011-12	2012-13	2012-13	2012-13
DREW CHARLES ELEMENTARY	13	19	11	14	11
POMPANO BEACH MIDDLE	16	20	15	17	15
BLANCHE ELY HIGH	40	44	42	44	42
POMPANO BEACH HIGH	1	1	1	1	1

	All Student	Black Males	All Student	Black Males	
	Suspensions	Suspensions	Suspensions	Suspensions	
	2011-12	2011-12	2012-13	2012-13	2012-13
DREW CHARLES ELEMENTARY	1	3	2	5	
POMPANO BEACH MIDDLE	29	48	32	49	
BLANCHE ELY HIGH	30	42	27	35	
POMPANO BEACH HIGH	7	13	6	9	

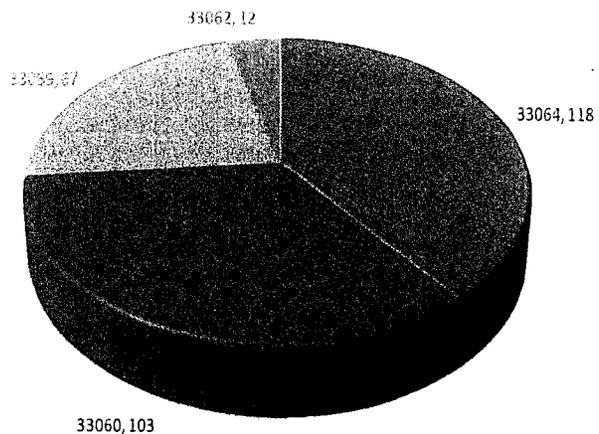
# Economics

## Pompano Beach Poverty Rates



# Interaction with Law Enforcement/Negative Peer Associations

2013-2014 POMPANO BEACH YOUTH ARRESTS, BY ZIP CODE



ZIP Code	Youth Arrested (Total)	Youth Arrested (Violent Felonies)
33064	118	24
33060	103	20
33069	67	14
33062	12	3

# Program Benefits

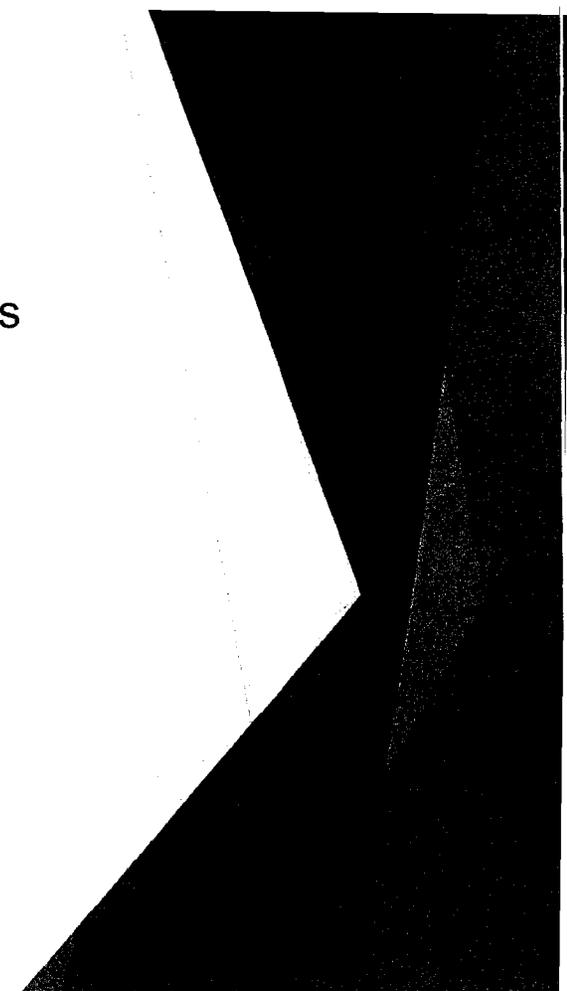
- ▶ Pro-social adult supervision during after school hours when delinquent behavior is most likely to occur
- ▶ Individualized tutoring resulting in improved academic performance
- ▶ Safe and familiar environment for youth and parent(s)
- ▶ Increased engagement and partnership between teachers and school personnel and the youth and his Life Coach and Case Manager
- ▶ Cultivation of pro-social peer associations and interests
- ▶ Build community identity via Community Service Learning

# Needs

Need	Desired Result	Outcome
Local Community partners	Market program to families; identify community service learning opportunities	Build community identify and pride among next generational of leaders
Identify partner middle schools	Identify in-kind space and program participants	Increase pro-social attitudes toward education and improve academic performance
Staff	Full- and part-time case management and life coaches	Address the needs of the family and youth via life skills training and other supports

# Anticipated Outcomes

- ▶ Improved school attendance
- ▶ Decreased behavioral referrals, suspensions, and/or expulsions
- ▶ Decreased involvement with law enforcement/juvenile justice system
- ▶ Improved behavior in the home
- ▶ Improved academic performance
- ▶ Increased youth involvement in altruistic community activities
- ▶ Improved attitude towards education



# Sustainability

- ▶ The Children's Services Council of Broward County has committed a 3 to 1 match to operate the program in Pompano via a multi-year contract.
- ▶ Funding will support – recruitment, hiring, and training of two (2) part-time life coaches and two (2) part-time and one (1) full-time case manager necessary to serve up to 40 boys at any given time.
- ▶ Community Reconstruction Housing continues to explore opportunities to secure funding for an equine therapy program with Nova Southeastern University to address the mental health (e.g., grief; trauma) of participating youth.
- ▶ External quality assurance reviews to ensure fidelity to evidence-based programs and effectiveness of programming

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

DEPARTMENT OF THE TREASURY

Date: FEB 29 2012

COMMUNITY RECONSTRUCTION HOUSING  
CORPORATION  
8611 NW 57TH CT  
TAMARAC, FL 33321

Employer Identification Number:  
31-1703246  
DLN:  
17053277387031  
Contact Person:  
DENNIS C GRUESSER ID# 31992  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 15, 2010  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

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

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

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

Letter 947 (DO/CG)

**EXHIBIT**

C

COMMUNITY RECONSTRUCTION HOUSING

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

Sincerely,

A handwritten signature in black ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with a large initial "L" and "G".

Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

# *State of Florida*

## *Department of State*

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

The document number of this corporation is N99000006409.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 31, 2015, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of July, 2015*



*Ken DeJoy*  
**Secretary of State**

Tracking Number: CU9714392582

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

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

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Not For Profit Corporation**

COMMUNITY RECONSTRUCTION HOUSING CORPORATION

**Filing Information**

<b>Document Number</b>	N99000006409
<b>FEI/EIN Number</b>	311703246
<b>Date Filed</b>	10/28/1999
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	04/07/2011

**Principal Address**8611 NW 57TH COURT  
TAMARAC, FL 33321

Changed: 07/19/2012

**Mailing Address**8611 N. W. 57TH COURT  
TAMARAC, FL 33321

Changed: 07/19/2012

**Registered Agent Name & Address**GUICE, MATHES P  
8611 NW 57TH COURT  
TAMARAC, FL 33321

Name Changed: 07/19/2012

Address Changed: 04/07/2011

**Officer/Director Detail****Name & Address**

Title P

GUICE, MATHES P  
8611 NW 57TH COURT  
TAMARAC, FL 33321

## Title T

JONES, DEXTER TD  
955 N.E. 151ST  
MIAMI, FL 33162

## Title D

KELLY, CAROLINE LD  
5454 FLETCHER ST.  
HOLLYWOOD, FL 33021

## Title S

TURNER, RUBEN S  
1141 N.W. 89TH AVE.  
PEMBROKE PINES, FL 33024

## Title D

ANDERSON, MICHEAL D  
1905 N.W. 74TH AVE.  
PEMBROKE PINES, FL 33024

## Title Board Member

Stanley, Robert C, Dr.  
3535 Sshara Springs Blvd.  
Pompano Beach, FL 33069

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2013	04/04/2013
2014	03/17/2014
2015	01/31/2015

**Document Images**

<u>01/31/2015 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/17/2014 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/04/2013 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>07/19/2012 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/07/2011 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>08/07/2007 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>10/14/2006 -- REINSTATEMENT</u>	<a href="#">View image in PDF format</a>
<u>05/06/2005 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/07/2004 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/26/2003 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>

03/26/2001 -- REINSTATEMENT

[View image in PDF format](#)

10/28/1999 -- Domestic Non-Profit

[View image in PDF format](#)

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State of Florida, Department of State

**Exhibit D  
Budget Narrative**

**Personnel**

**Life Coach**

Community Reconstruction Housing, Inc. ("CRH") will recruit, screen, and train two (2) individuals with professional experience working with youth in a part-time capacity. Each Life Coach will be assigned to a partner school to facilitate delinquency interventions and life skills training via the delivery of evidence-based curricula utilized by CRH as part of the Rites of Passage Program. This position reports to the Executive Director position and, in addition to professional experience working with youth, shall commit to 20 hours per week, complete training and a Level 2 Background Screening, and strong communication and organizational skills. Of the total \$31,200.00 budgeted for these positions, the proposal seeks to charge **\$0.00** to the City of Pompano Beach.

**Case Manager**

CRH will recruit, screen, and train three individuals to staff a Case Management Unit to assess and coordinate service needs for youth participating in the Rites of Passage Program. One case manager position will serve in a full-time capacity; the other two (2) part-time. Hours will be during traditional and non-traditional hours to ensure the ability to engage and meet with parents and other service providers. Case managers will have a bachelor's degree in criminal justice, education, social work, psychology, or an approved social services degree program, three (3) years of case management experience, strong organizational and communication skills, and knowledge of the delinquency, dependency and other related systems of care. Of the total \$80,000.00 budgeted for these positions, the proposal seeks to charge **\$0.00** to the City of Pompano Beach.

**Executive Director**

CRH will recruit, screen, and train a professional with a minimum of seven (7) years of experience managing and/or directing social service programs, five (5) years of experience working with children, experience developing policies, procedures, and programs, ability to train staff, and oversee human resources activities. The employee will report to the President and Chief Executive Officer and provide direction to staff in successfully implementing the Program at all locations. Of the total \$12,500.00 budgeted (represents 25% of the total salary), the proposal seeks to charge **\$0.00** to the City of Pompano Beach. This is representative of the level of effort this position will dedicate to efforts at the Pompano location.

**Data Coordinator**

CRH employs a Data Coordinator who possesses experience managing contracts, gathering, tracking, maintaining, and reporting data, and monitoring compliance with policies, procedures, laws, and contractual requirements. This position will dedicate 40% of efforts at the Pompano location. Of the total \$20,000.00 budgeted for this position, the proposal seeks to charge **\$0.00** to the City of Pompano Beach.

**Benefits**

CRH will contribute its federal and state required tax liability and seeks to charge **\$0.00** to the City of Pompano Beach.

**Supplies**

**EXHIBIT**

D

In addition to office supplies necessary to deliver services and for employees to perform his/her job, CRH has identified supplies necessary required by the evidence-based curricula and to perform Community Service Learning activities. This includes nutritional, recreational, and academic instruments and tools (paint, brushes, covers for a community mural; rakes, shovels, soil, wire, rope for a community garden; jump ropes, balls, cones, bats for wellness curriculum; pitchers, kitchen utensils, recipe cards, food and beverages for wellness curriculum). Of the total budgeted amount of **\$10,500.00**, the proposal seeks to charge the total amount to the City of Pompano Beach.

### Consultants

CRH has identified subject matter expertise is required to ensure fidelity to the Rites of Passage program and the evidence-based curricula it utilizes. Current staff and limited funds do not support CRH's efforts to recruit a candidate who possesses this knowledge in a full-time capacity. A consultant with 15 years of experience developing delinquency programs, developing policies and procedures, training professionals in contract management and monitoring, and developing and implementing quality programs will be utilized to conduct a minimum of quarterly fidelity monitoring, New Employee training, and annual refresher training.

An IT consultant will review CRH hard- and software and make upgrades to ensure its ability to collect, maintain, and report data consistent with contractual requirements and federal and State laws (i.e., privacy and confidentiality laws). The IT consultant will also provide training to staff.

A Program Development consultant will prepare and/or review weekly lesson plans to ensure fidelity to the Rites of Passage Program model. The consultant will have ten (10) years of experience developing delinquency programs and developing and implementing quality programs.

Of the **\$12,480.00** budgeted for consultant costs, the proposal seeks to charge the total amount to the City of Pompano Beach.

### Equipment

#### Copier Service Agreement

CRH will enter into an agreement with a vendor to secure a multi-function copier that can fax and scan documents. Of the total budgeted cost of \$6,300.00 the proposal seeks **\$1,880.00** from the City of Pompano Beach.

#### Reimbursement

The majority of services delivered via the Rites of Passage Program is in the community – in the school or in the home. Therefore, a stipend to offset staff's cell phones, mileage and other expenses to the 2 Life Coaches and 2 Case Managers, program administrator and executive director to ensure contact with partners, youth, and parents participating in the program . The total budgeted amount of **\$14,640.00**, it is proposed that the total amount be charged to the City of Pompano Beach.

#### Lap Top Computers

The cost of one (1) desk top and three (3) lap tops for employees to perform duties remotely results in a proposed cost of **\$6,500.00**, of which total amount will be charged to the City of Pompano Beach.

#### Audit

In compliance with the general accepted auditing principles, the auditor will render opinions on the financial statements and evaluate the internal control system of the agency. The total budgeted amount of **\$4000.00**, the proposal seeks to charge the total amount to the City of Pompano Beach.

<b>Total Proposed to City of Pompano Beach</b>	<b>\$ 50,000.00</b>
<b>Total Proposed Budget</b>	<b>\$200,000.00</b>

June 18, 2015

**CHILDREN'S  
SERVICES COUNCIL MEMBERS:**

*Emilio Benítez, Chair  
Governor Appointee*

*Kim Gorsuch, Vice Chair  
Community Development  
Administrator, Circuit 17  
Department of Children & Families*

*Elyse Clapgood, Secretary  
Governor Appointee*

*Robin Bartleman, Immediate Past Chair  
Board Member  
Broward County Public Schools*

*Beam Furr  
Broward County Commission*

*Hon. Michael J. Orlando  
Judicial Member*

*Tara R. Philipp  
Governor Appointee*

*Robert W. Runcie  
Superintendent  
Broward County Public Schools*

*Maria M. Schneider  
Governor Appointee*

*Dr. Paula Thaqi  
Director  
Broward County Health Department*

*Ana M. Valladares  
Governor Appointee*

**STAFF**

*Cindy J. Arenberg Seltzer  
President/CEO*

**LEGAL COUNSEL**

*John Milledge*

*Garry Johnson*

The Honorable Lamar Fisher  
Mayor, City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

Dear Mayor Fisher:

Thank you and your staff for taking the time to meet with the Children's Services Council and Community Reconstruction Housing Corporation (CRHC) on May 6th. At that meeting, CHRC presented their Rites of Passage (ROP) program and the possibility of bringing the program to Pompano Beach. As you know, CSC currently funds this program to serve male middle school youth in and around the City of West Park through tutoring and academic supports, life skills training, mentoring and role modeling, family engagement and positive recreational activities.

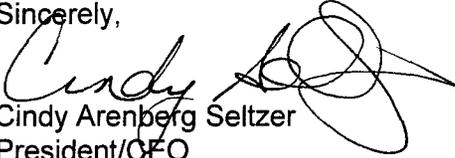
At the meeting, CRHC's President Mathes Guice asked for \$50,000 as leverage towards a \$3 to \$1 match per CSC leverage fund policy. Based on our experience with CRHC and their ROP program, CSC staff was supportive of recommending this leverage opportunity to our Council for consideration at their June 18<sup>th</sup> meeting.

In anticipation of your Commission's approval of the \$50,000 at its July 14<sup>th</sup> meeting, the Council has authorized contingent approval of \$150,000 in leverage funding. Please note that based on the Council's Fiscal Viability Test, CRHC is currently limited to a maximum allocation of \$205,000. As approval of additional funds would exceed that amount, CRHC has identified Broward Sheriff's Office as their Fiscal Agent to allow for the program expansion. If awarded the \$50,000 from the City, CSC would initiate a 14-month contract beginning in August to coincide with start of the school year and go through September 30, 2016. Please see attached Issue Paper.

Thank you for the opportunity to add a valuable service that will positively impact the lives of youth in the City of Pompano Beach.

Please let me know if I can be of further assistance. I can be reached at (954) 377-1000.

Sincerely,

  
Cindy Arenberg Seltzer  
President/CEO



## For Council Meeting

June 18, 2015

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<b>Service Goal 3.1:</b>	Reduce risk factors associated with delinquency, violence, victimization, school failure, teen pregnancy and other risky behaviors by strengthening protective factors and positive decision making skills.
<b>Issue:</b>	Community Reconstruction Housing Corporation (CRHC) Leveraged Funds Request for Year-Round Rites of Passage Program Expansion into Pompano
<b>Action:</b>	Contingent Approval of CRHC Leveraged Funds Request
<b>Budget Impact:</b>	\$150,000 of \$217,678 Available Unallocated in Goal 3.1 for FY 14/15 and will carryforward through FY15/16. <i>This Action is in Accordance with the Council's Leverage Funds Procurement Exemption.</i>

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**Background:** Community Reconstruction Housing Corporation (CRHC), in partnership with Koinonia Worship Center, has been successfully working with the School District, and other stakeholders to provide gender-specific afterschool and summer supports to disadvantaged tween/teen males in the City of West Park for many years. Structured around the Afro-centric "Rites of Passage" program model, CRHC services are provided at Kononia afterschool, weekends and non-school days to Gulfstream, McNicol, Olsen and Pines Middle School students. Services emphasize tutoring and academic supports, life skills training, mentoring and role modeling, family engagement and positive recreational activities.

In August 2014, the Council approved leverage funding for Community Foundation and School District funding to support a year-round Rites of Passage program for middle school students with subsequent contract execution in the same month. Despite a slow start-up period and initial recruitment challenges, programmatic monitoring confirmed delivery of a strong program model that positively impacted youth. In May 2015, the Council approved renewal of the contract pending confirmation of the leverage funds.

**Current Status:** Community Reconstruction Housing Corporation (CRHC) has requested a leverage commitment of \$50,000 from the City of Pompano Beach; approval is anticipated at the City Commission meeting on July 14, 2015. If approved, the Council has been asked for a \$3 to \$1 leverage of \$150,000, which is in accordance with CSC leverage funds procurement exemption. Based on the Council's Fiscal Viability Test, CRHC is limited to a maximum allocation of \$200,000. As approval of additional funds would exceed that amount, CRHC has identified Broward Sheriff's Office as their Fiscal Agent to allow for the program expansion. The proposed expansion of the Rites of Passage program would serve an additional 45 male middle school students year-round in Pompano Beach, beginning in August to coincide with start of the school year and go through September 30, 2016. Services provided afterschool and during spring break and summer will include individualized intake and assessment, case management, academic enrichment, life skills and prevention education groups, community service learning, and pro-social recreational activities. A copy of the proposal is attached for reference.

**Action:** Contingent Approval of CRHC Leveraged Funds Request.

**Budget Impact:** \$150,000 of \$217,678 Available Unallocated in Goal 3.1 for FY 14/15 and will carryforward through FY15/16.

**Broward Sheriff's Office**  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312  
954-831-8900  
[www.sheriff.org](http://www.sheriff.org)



**Sheriff Scott Israel**

June 8, 2015

Kathleen Campbell  
Controller  
Children's Services Council of Broward County  
6600 West Commercial Boulevard  
Lauderhill, FL 33319

Re: Community Reconstruction Housing Corporation

Dear Ms. Campbell

The Broward Sheriff's Office is pleased to announce that it has agreed to serve as the fiscal agent for Community Reconstruction Housing Corporation's Youth Force grant. A separate MOU will be developed which will outline the roles and responsibilities of both parties.

If you have any questions or concerns please contact Carla Taylor-Bennett at 954-321-4369 or by email at [Carla\\_Taylor-Bennett@sheriff.org](mailto:Carla_Taylor-Bennett@sheriff.org).

Sincerely,

A handwritten signature in black ink that reads "William E. MacDonald". The signature is written in a cursive style with a large, stylized initial "W".

William E. MacDonald, Director  
Bureau of Finance

cc: Lt. Colonel Tom Harrington, Department of Administration  
Carla Taylor-Bennett, Grants Manager, Grants Management

