



THE CITY OF POSITIVE PROGRESSION

CITY OF WEST PARK
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
1965 SOUTH STATE ROAD 7, WEST PARK, FL 33023

WEDNESDAY, SEPTEMBER 7, 2016
7:00 P.M.

www.cityofwestpark.org
Phone: 954-989-2688 Fax: 954-989-2684

Mayor: Eric H. Jones
Vice Mayor: Rita "Peaches" Mack
Commissioner: Thomas Dorsett
Commissioner: Brian Johnson
Commissioner: Kristine Judeikis

City Manager: W. Ajibola Balogun
City Attorney: Burnadette Norris-Weeks
City Clerk: Alexandra Grant

City of West Park Ordinance No. 2012-05 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$100.00 per **Resolution No. 2012-43**. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants and virtually all legislative, quasi-judicial and administrative action.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. PRESENTATIONS
 1. **Proclamation** – *National Blood Cancer Awareness Month*
 2. **Proclamation** – *National Sickle Cell Awareness Month*
6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION
7. APPROVAL OF MINUTES
 1. August 3, 2016 – Regular Commission Meeting
8. RESOLUTIONS – CONSENT ITEMS
 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING KATRINA TOUCHSTONE TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-88
 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA RESCINDING RESOLUTION 2016-04; EXPRESSING SUPPORT FOR THE ATTACHED CONCEPTUAL DESIGN RELATING TO THE SW 48th AVENUE STREETSCAPE IMPROVEMENT PROJECT IN PARTNERSHIP WITH THE TOWN OF PEMBROKE PARK, BROWARD METROPOLITAN PLANNING ORGANIZATION (BROWARD MPO) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-89

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA SELECT SOCCER ACADEMY, INC. FOR USAGE OF CITY PARK RECREATIONAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-90
4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING NENA FLOYD TO THE BUSINESS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-91
5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FEEDING SOUTH FLORIDA, INC.; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-92
6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY FOR FUNDING OF THE CITY'S JUVENILE CRIME PREVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-93

9. CITY MANAGER'S REPORT – W. Ajibola Balogun, City Manager

A. Updates / Status

- i. Update on concerns from residents during the last Commission meeting
- ii. Response from Florida Department of State Regarding the City's 2018 Cultural Facilities Grant Application
- iii. Funding Request Submitted from Commissioner Barbara Sharief for Park Development
- iv. Update on Proposed Transportation and Infrastructure Surtax Items
- v. Broward School's "Superintendent's Call To Action" – Inaugural Attendance Symposium
- vi. Phase 1 Report – Assessment of Broward County's Regional E911 Consolidated Communication Systems

10. NEW BUSINESS

11. FUTURE AGENDA ITEMS

**12. FOR THE GOOD OF THE ORDER & COMMISSIONER COMMENTS /
ANNOUNCEMENTS**

13. ADJOURNMENT

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not, however, public forums. Any resident who wishes to address the Commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON ITEMS ON THE AGENDA

- **Consent Agenda Items** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION, MANNER & TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, which shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest of order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to two (2) minutes during the citizens request period. The City Clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the mayor may recess or adjourn the meeting. Please turn off all cell phones and pagers.

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Administrator at 954-989-2688.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at (954)-989-2688 for assistance.

**THE CITY OF WEST PARK
CITY COMMISSION MEETING MINUTES
AUGUST 3, 2016
7:00 p.m.**

1. CALL TO ORDER

The **Regular Meeting** of the City Commission of the City of West Park was held in the Commission Chamber, 1965 South State Road 7, West Park, Florida on **Wednesday, August 3, 2016**. Mayor Jones called the meeting to order at 7:00 p.m.

2. ROLL CALL

The city clerk called the roll. The following were present: Mayor Jones, Vice Mayor Mack, and Commissioners Thomas Dorsett, Brian Johnson, and Kristine Judeikis.

Also present were: W. Ajibola Balogun, City Manager; Burnadette Norris-Weeks, City Attorney; Christopher Wallace, Finance Director; Lavelle Jenrette, Assistant to the City Manager; Carol Aubrun, Programs and Services Manager; Dan Millien, Public Works Superintendent; Matine Jou, Planning Department; Maritza Prebal, Supervisor of Administrative Services; Gia Lagana, Administrative Assistant; and Alexandra Grant, City Clerk.

3. INVOCATION

Mayor Jones led the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

5. PRESENTATIONS

1. Presentation: Florida Department of Transportation – Update on SR 7 Construction

Ms. Dayana Iglesias, Public Information Officer for the Corradino Group, the City's engineering consultant, gave a brief update on construction work in progress along State Road 7.

2. Broward Sheriff's Office (BSO) – Body Worn Cameras

Members of the Broward Sheriff's Office Police Department gave a brief PowerPoint presentation on the body worn camera program being considered.

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

Mayor Jones opened the public comments portion of the meeting.
As no one spoke, Mayor Jones closed the public comments portion of the meeting.

7. APPROVAL OF MINUTES

- 1. June 1, 2016 – Regular Commission Meeting**
- 2. June 15, 2016 – Regular Commission Meeting**
- 3. June 23, 2016 – Special Commission Meeting**
- 4. June 29, 2016 – Special Commission Meeting**

A motion was made by Vice Mayor Mack, and seconded by Commissioner Dorsett, to approve the June 1, 2015 and June 15, 2016 Regular Commission Meetings and the June 23, 2016, and June 29, 2016 Special Commission Meeting minutes.

Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor.

8. RESOLUTIONS – CONSENT ITEMS

A motion was made by Commissioner Dorsett, and seconded by Vice Mayor Mack, to approve the Consent Agenda.

Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor and the following actions were taken:

- 1. ADOPTED RESOLUTION 2016-69: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPOINTING FIVE (5) MEMBERS TO THE CHARTER REVIEW COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.**
- 2. ADOPTED RESOLUTION 2016-70: AN ANNUAL ASSESSMENT RESOLUTION OF THE CITY OF WEST PARK, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES FOR FISCAL YEAR 2016-2017, BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; ESTABLISHING THE PROPOSED RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WEST PARK, APPROVING THE PROPOSED ASSESSMENT ROLL FOR FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE**
- 3. ADOPTED RESOLUTION 2016-71: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, RELATING TO THE PROVISION OF WATER CONTROL AND DRAINAGE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF WEST PARK; ESTABLISHING AND APPROVING THE RATE OF ASSESSMENT FOR THE TWIN LAKES WATER CONTROL DISTRICT TO BE IMPOSED DURING FISCAL YEAR 2016-2017, BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING AN EFFECTIVE DATE**

4. **ADOPTED RESOLUTION 2016-72:** AN ANNUAL ASSESSMENT RESOLUTION OF THE CITY OF WEST PARK, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES IN AND FOR FISCAL YEAR 2016-2017, BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; ESTABLISHING THE PROPOSED RATE OF ASSESSMENT; IMPOSING FIRE PROTECTION SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF WEST PARK, APPROVING THE PROPOSED ASSESSMENT ROLL FOR FISCAL YEAR 2016-2017; PROVIDING FOR AN EFFECTIVE DATE
5. **ADOPTED RESOLUTION 2016-73:** A RESOLUTION OF THE CITY OF WEST PARK, FLORIDA, ELECTING TO UTILIZE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS PURSUANT TO SECTION 197.3632, FLORIDA STATUTES, FOR THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; APPROVING THE RATE OF ASSESSMENT FOR EACH AFFECTED PROPERTY; APPROVING THE ASSESSMENT ROLL; PROVIDING AN EFFECTIVE DATE
6. **ADOPTED RESOLUTION 2016-74:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, SETTING THE PROPOSED MILLAGE RATE PURSUANT TO SECTION 200.065(2)(b), FLORIDA STATUTES FOR FISCAL YEAR 2016-2017 COMMENCING OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017; ESTABLISHING THE DATE, TIME AND PLACE FOR WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2016-2017; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; PROVIDING FOR AN EFFECTIVE DATE.
7. **ADOPTED RESOLUTION 2016-75:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND LOZADA'S UNLIMITED, LLC D/B/A N ZONE SPORTS FOR USAGE OF CITY PARK RECREATIONAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE
8. **ADOPTED RESOLUTION 2016-76:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING THREE (3) MEMBERS TO THE BUSINESS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
9. **ADOPTED RESOLUTION 2016-77:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING A GRANT AWARD IN THE AMOUNT OF FIVE THOUSAND DOLLARS

(\$5,000.00) TO A TO Z THRIFT STORE, INC. IN ACCORDANCE WITH THE MOM AND POP SMALL BUSINESS GRANT PROGRAM; FURTHER AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT WITH A TO Z THRIFT STORE, INC. FOR THE PROVISION OF FINANCIAL AND TECHNICAL ASSISTANCE FOR QUALIFIED SMALL BUSINESSES; PROVIDING FOR AN EXPENDITURE OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

10. **ADOPTED RESOLUTION 2016-78:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING A GRANT AWARD IN THE AMOUNT OF FIVE THOUSAND DOLLARS TO DARWIN'S PURPLE PALACE INCORPORATED IN ACCORDANCE WITH THE MOM AND POP SMALL BUSINESS GRANT PROGRAM; FURTHER AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT WITH DARWIN'S PURPLE PALACE INCORPORATED FOR THE PROVISION OF FINANCIAL AND TECHNICAL ASSISTANCE FOR QUALIFIED SMALL BUSINESSES; PROVIDING FOR AN EXPENDITURE OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE
11. **ADOPTED RESOLUTION 2016-79:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING A GRANT AWARD IN THE AMOUNT OF FIVE THOUSAND DOLLARS TO RICHARD B. DAYS D/B/A DAY'S DRY CLEANERS IN ACCORDANCE WITH THE MOM AND POP SMALL BUSINESS GRANT PROGRAM; FURTHER AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT WITH RICHARD B. DAYS D/B/A DRY CLEANERS FOR THE PROVISION OF FINANCIAL AND TECHNICAL ASSISTANCE FOR QUALIFIED SMALL BUSINESSES; PROVIDING FOR AN EXPENDITURE OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE
12. **ADOPTED RESOLUTION 2016-80:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE LAW ENFORCEMENT TRUST FUND (LETF) ACCOUNT FOR THE BROWARD SHERIFF'S OFFICE'S BODY WORN CAMERA PROGRAM; PROVIDING FOR AN EFFECTIVE DATE
13. **ADOPTED RESOLUTION 2016-81:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, URGING THE STATE OF FLORIDA TO ENACT LEGISLATION FOR SAFE AND MORE SECURE GUN LAWS THAT PROHIBIT PURCHASE OF ASSAULT RIFLES AND HIGH CAPACITY GUNS; PROVIDING FOR AN EFFECTIVE DATE.
14. **ADOPTED RESOLUTION 2016-82:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPOINTING (1)

MEMBER TO THE BEAUTIFICATION ADVISORY COMMITTEE;
PROVIDING FOR AN EFFECTIVE DATE

9. RESOLUTIONS – PUBLIC HEARING

1. The City Clerk read the resolution title into the record:
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A 2016-2017 GRANT APPLICATION TO THE STATE OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO FUND MARY SAUNDERS PARK AMERICANS WITH DISABILITIES ACT IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-83

Mayor Jones opened the Public Hearing.
As no one spoke, Mayor Jones closed the Public Hearing.

A motion was made by Vice Mayor Mack, and seconded by Commissioner Judeikis, to approve. Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor to approve.

10. ORDINANCES – SECOND READING (PUBLIC HEARING)

1. The City Clerk read the ordinance title into the record:
AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA, REPEALING AND REPLACING CHAPTER 34, ARTICLE II, SECTION 34-27 ENTITLED, “CITY BUSINESS TAX SCHEDULE”, OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 2016-04

Mayor Jones opened the Public Hearing.
As no one spoke, Mayor Jones closed the Public Hearing.

A motion was made by Commissioner Dorsett, and seconded by Commissioner Judeikis, to approve. Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor to approve.

11. CITY MANAGER’S REPORT – W. Ajibola Balogun

1. **Status/Updates:**
 - i. **Transit Oriented Corridor (TOC) Expansion Ongoing Workshops**

Mr. Balogun announced that ongoing workshops were scheduled for the proposed Transit Oriented Corridor (TOC) improvements. He stated that the next workshop was scheduled for August 16, 2016 at the Carver Ranches Homeowners Association Meeting. He said he would provide residents' comments to the Commission at an upcoming meeting.

Commissioner Johnson spoke of residents' concerns brought to his attention since the initial workshop was held. He stated that the Commission had voted to consider this proposal and was concerned about the vehement opposition voiced by some residents about this. He said the City has to do a better job of explaining so residents understood that it was only a proposal being presented, as the City has done for other improvement projects. He said the Commission may need to delay this as he felt proceeding without community support would be a mistake. He said he felt there was some misinformation about this proposal which might have fueled the doubts and said the City needed some time to come up alternatives or postpone moving forward till later.

Mayor Jones spoke of an anonymous flyer he had received that had inaccurate information which did not come from the elected officials or City. He stressed that the proposal presented was nothing but a draft and that no development was being considered and nothing was concrete.

Commissioner Dorsett said the Commission needed to assure residents that nothing would happen unless they were in agreement.

Vice Mayor Mack added that the flyer that was distributed frightened some residents and said she was unaware who sent it out. She stressed that any resident who received this material should consider the source of where it came from. She said the fact that the City was thriving should garner more support from residents. She voiced concern about the spirit of the last workshop and said the feedback was unfair to the Commission.

Commissioner Johnson asked what threshold needed to be met to move forward and asked if the support was not there, does the Commission wish to delay this.

Mayor Jones stressed that ideas fuel progress and they must be heard, whether they are accepted or not.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

ii. Small Business Grant Program

Mr. Balogun announced that three businesses in the City were awarded the **2016 Mom and Pop Small Business Grant**. He said each business was awarded \$5,000. Recipients from A to Z Thrift Store, Darwin's Barber Shop, and Day's Cleaners were presented with ceremonial checks from the Commission. Mr. Balogun said Staff would try again to encourage more small businesses to apply as there were funds remaining to award two more businesses with \$5,000 each before the end of the fiscal year.

(Supplemental materials for this item were distributed and are filed with the records

of this meeting.)

iii. Proposed Fiscal Year (FY) 2016-2017 Budget Hearing Schedule

Mr. Balogun presented the FY 2016-2016 Budget Hearing Schedule.

He announced that a Special Assessment Hearing needed to be scheduled for Wednesday, September 14, 2016.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

iv. Body Worn Camera Program

Mr. Balogun indicated there was a memorandum in the agenda packet concerning the Body Worn Camera Program. He explained that the City was required to fund 60% of the capital cost of the purchase of the camera equipment and hardware, at a cost of \$19,000. He said this would be funded from the Law Enforcement Trust Fund.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

v. Update on Negotiation with Broward Sheriff's Office and the Town of Pembroke Park Regarding Fire Rescue Contract

Mr. Balogun reported that he recently met with Fire Department personnel who had met with members of the Town of Pembroke Park Council to have further negotiations on the fire rescue services contract. He reported that the Town of Pembroke Park is now considering an offer of 55/45 where the City of West Park would pay 55 percent of the contract and Pembroke Park would pay 45 percent. He said he would not recommend this as it would be a tax burden to residents.

Commissioner Johnson asked what could be done to address the local fire station personnel to assure them the City would do everything possible to provide all the support the station needed. Mr. Balogun said the fire chief was aware of the negotiation process and said Staff would continue with these negotiations.

vi. Update on SW 48 Avenue Complete Street Improvements in Partnership with the Metropolitan Planning Organization (MPO)

Mr. Balogun gave a brief update on recent changes to the SW 48 Avenue complete street improvement plans being designed in partnership with the Broward Metropolitan Planning Organization (MPO).

(Supplemental materials for this item were distributed and are filed with the records of

this meeting.)

vii. Community Oriented Policing Services (COPS) Grant

Mr. Balogun advised that Staff submitted the grant application for the Community Oriented Policing Services (COPS) Grant and a response was expected around December or January. He said if there were no objections from the Commission, during the upcoming budget process, he would allocate funds to cover for the full cost of the grant until it is awarded later on.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

viii. Update on One Cent Surtax Referendum

Mr. Balogun announced that after the County's decision to place the one-cent surtax referendum on the November Election ballot, the County created the *Moving Broward Forward* advocacy group to educate voters on this measure. Additionally an education group has also been created which requires all cities to present proposed projects that would benefit if the surtax item was passed. He said Staff will submit a list of the City's proposed transportation and infrastructure improvements projects. He advised that educational information would be forthcoming regarding this measure.

Commissioner Johnson said he was involved in some advocacy efforts on the side of minority owned businesses and small businesses. He said the County was ensuring that these businesses were represented. He said he hoped whatever the City did showed support for the local preference policy and supported small businesses.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

ix. Building Department's Schedule of Permit Fees – Adopted Resolution 2016-59

Mr. Balogun indicated that a scrivener's error was discovered on page 34 on the Building Department's Schedule of Permit Fees previously adopted by the Commission. He indicated that the corrected page was included in the Agenda backup. He said this would be added to the resolution as part of the record.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

x. Proposed First Amendment to Resource Recovery Board Settlement Agreement – Per Email from County Commissioner Beam Furr

Mr. Balogun advised that the City received \$190,000 last year as part of the payment to various municipalities from the County's Resource Recovery Board settlement agreement. He

explained that in light of studies to be conducted on one of the related properties, the County was considering a revision to the settlement agreement and was asking all municipalities in the Consenting Group to consider this amendment. He said this was presented as information.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

xi. Back to School Supplies Giveaway and Free Fresh Foods Distribution – August 13, 2016

Mr. Cesar Garcia announced the City would hold its annual **Back to School Supplies Giveaway and Free Fresh Foods Distribution** event on Saturday, August 13, 2016 at 10 a.m.

xii. Mosquito / Zika Virus Protection

Mr. Balogun stated that Mosquito Protection / Zika Virus prevention flyers in four languages have been provided from the County and were available for all present. He added that Mr. Dan Millien, Public Works Superintendent, has been arranging for regular mosquito spraying in the area.

Vice Mayor Mack asked if Staff City could get confirmation of areas that were sprayed.

Mr. Millien replied affirmatively and said he would attempt to get a schedule of areas and times when spraying would be done.

(Supplemental materials for this item were distributed and are filed with the records of this meeting.)

12. NEW BUSINESS

Commissioner Johnson said he hoped for a new Charter Review Committee training and meeting schedule to be set. Mr. Balogun said he would coordinate the Sunshine Workshop training with the City Attorney and advise when the next meeting was scheduled.

13. FUTURE AGENDA ITEMS

1. A motion was made by Vice Mayor Mack to ask the City Manager to check on lighting in the community as some roads such as 18th Street appeared to have lighting on one side. Mr. Balogun said lighting was supplemented with ornamental street lights on some streets. He said the City can request additional brighter wattage on some street lights.
The motion was withdrawn.

2. A motion was made by Commissioner Judeikis, and seconded by Commissioner Johnson, to request that the City Manager bring back an update on the construction work on County Line Road along with information on its traffic impacts. Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor to approve.

14. FOR THE GOOD OF THE ORDER & COMMISSIONER COMMENTS/ANNOUNCEMENTS

Commissioner Judeikis announced that on August 4, 2016 at 7 p.m. the Lake Forest HOA would hold a *Candidate Meet and Greet Forum* for candidates running in the August 30, 2016 Election.

Commissioner Judeikis thanked the Police Department for the added traffic enforcement along SW 40 Avenue and said the residents there are very happy.

Vice Mayor Mack commended the Police Department for the successful sweep done recently in the City.

Commissioner Johnson said earlier that evening the Commission approved a resolution supporting State Representative Shevrin Jones' request for support for more common sense gun laws. He requested that the Commission and community support Representative Jones as this effort moves forward.

Commissioner Johnson added that a substantial amount of candidates confirmed their attendance at the *Candidate Meet and Greet Forum* being held the following evening and encouraged all present to attend.

Commissioner Johnson announced that the Fire Department rededicated the new EMS truck apparatus and commended the personnel there for their dedication to the City.

15. ADJOURNMENT

There being no further business to come before this Body, the meeting adjourned at 8:12 p.m.

Respectfully Submitted By:

Alexandra Grant, City Clerk

Approved at the _____ City Commission Meeting

Eric H. Jones, Mayor

RESOLUTION NO. 2016-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING KATRINA TOUCHSTONE TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 7, 2005 the City Commission of the City of West Park ("City Commission") approved Ordinance 2005-09, which established an Education Advisory Committee; and

WHEREAS, on February 1, 2006, the City Commission passed Resolution 2006-09 initially appointing five (5) members to the Education Advisory Committee ("Advisory Committee"); and

WHEREAS, due to the vacancy of an appointed term commencing in August 2016, it is necessary for the City Commission to make one (1) appointment to the Education Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby true and correct and incorporated by reference.

Section 2. Appointment of Member. The City Commission of the City of West Park hereby reappoints the following one (1) member to the Education Advisory Committee:

(1) Katrina Touchstone (Reappointed by Vice-Mayor Mack)

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 7th day of September 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

RESOLUTION NO. 2016-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA RESCINDING RESOLUTION 2016-04; EXPRESSING SUPPORT FOR THE ATTACHED CONCEPTUAL DESIGN RELATING TO THE SW 48th AVENUE STREETScape IMPROVEMENT PROJECT IN PARTNERSHIP WITH THE TOWN OF PEMBROKE PARK, BROWARD METROPOLITAN PLANNING ORGANIZATION (BROWARD MPO) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") has expressed its support for funding from the Broward Metropolitan Planning Organization (Broward MPO) and the Florida Department of Transportation (FDOT) pertaining to roadway improvements along Southwest 48th Avenue from Pembroke Road to County Line Road for the provision of a two lane divided roadway with foot travel lanes, concrete sidewalks, bicycle and pedestrian lanes pursuant to the passage and adoption of Resolution 2016-04; and

WHEREAS, the City continues to recognize the positive changes that the Broward Metropolitan Planning Organization Regional Complete Streets Initiative would bring to the City and surrounding areas; and

WHEREAS, the City also recognized the importance of a bicycle and pedestrian network that will include safe, accessible and healthy multi-modal connections to benefit the City and surrounding areas; and

WHEREAS, the City desires to make certain changes to conceptual design (typical sections) that were a part of Resolution 2016-04; and

WHEREAS, the City desires to rescind Resolution 2016-04; and

WHEREAS, the City is desirous of continuing a partnership with the Town of Pembroke Park, Broward MPO and FDOT to complete the conceptual project set forth in Exhibit "A" hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Rescind Resolution 2016-04. The City Commission of the City of West Park hereby rescinds Resolution 2016-04.

Section 3. Acceptance and Authorization of Mayor and City Administrator. The City Commission hereby accepts the Exhibit "A" attached hereto and further authorizes the City Administrator and Mayor to take all necessary and expedient action to effectuate the intent of this resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 7th day of September 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)

Vice-Mayor Mack
Mayor Jones

_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)



**CITY OF WEST PARK
INTER-OFFICE MEMORANDUM**

Agenda: 10A (v)

To: City Commission **Date:** August 3, 2016

From: W. Ajibola Balogun, City Manager

Re: **Update on SW 48th Avenue Complete Street Improvement in Partnership with Broward Metropolitan Planning Organization (MPO)**

During your summer break, we had several meetings with the Town of Pembroke Park, MPO and FDOT regarding the proposed typical cross-section of SW 48th Avenue from Hallandale Beach Boulevard to County Line Road, as approved via resolution 2016-04. The Town of Pembroke Park had a different opinion of how the typical cross-section should be improved compared to the approved version. After much discussions/meetings we came to a tentative agreement on the attached revised proposed typical cross section (typical section with the logo of both cities), pending your approval.

The changes made to the previously approved typical section are:

1. Both sidewalks are now 5 feet.
2. The 2 feet curb and gutter on the west side of the road was removed and replaced with 3 feet "sod swale".
3. The "sod swale" on the east side of the road was reduced from 8 feet to 7 feet.
4. The width of the bike lanes were increased from 4 feet to 5 feet.
5. The vehicle travel lanes were reduced from 10.5 feet to 10 feet.

In addition, the following Typical Sections changed as well:

South of Mary Saunders Park (Between SW 23 Street to SW 22 Street): The changes are the increase of bike lanes' width from 4 ft. to 5 ft., and the survey evidently identified the existing east sidewalk at 6 feet. Ultimately, the east swale loses 1 foot, bringing it to 11 feet.

North of Mary Saunders Park (Between SW 21 Street to Pembroke Road): The median is reducing from 22 ft. to 16 ft. and bike lanes will remain consistent at 5 ft.

(See attached Typical Sections.)

If you do not object to these changes, we will present a resolution at the next meeting for your consideration.

Should you have any questions or comments, please do not hesitate to call me.

END OF MEMORANDUM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

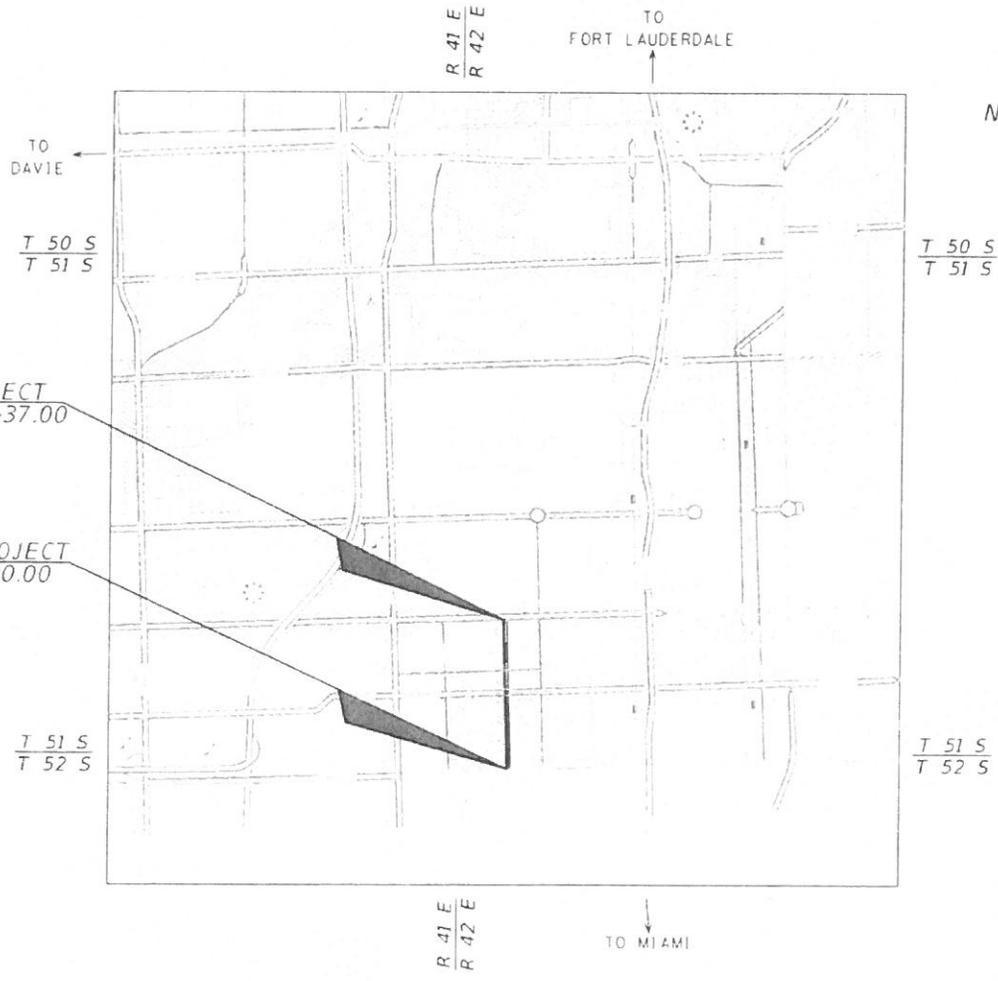
TYPICAL SECTION PACKAGE

DATE: 08/23/2016
FINANCIAL PROJECT ID 435767-1-52-01
OFF STATE HIGHWAY SYSTEM
BROWARD COUNTY

SW 48TH AVE
FROM COUNTY LINE ROAD
TO SR 824 / PEMBROKE ROAD



N.T.S.



END PROJECT
STA. 122+37.00

BEGIN PROJECT
STA. 30+00.00

FDOT PROJECT MANAGER: HUMBERTO ARRIETA, P.E.

PROJECT IDENTIFICATION

SHEET 2 OF 2211

FINANCIAL PROJECT ID 435767-1-52-01 COUNTY (SECTION) OFF STATE HWY SYSTEM
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROJECT CONTROLS

FUNCTIONAL CLASSIFICATION

- RURAL
- URBAN
- FREEWAY/EXPWY. MAJOR COLL.
- PRINCIPAL ART. MINOR COLL.
- MINOR ART. LOCAL

HIGHWAY SYSTEM

- Yes No
- NATIONAL HIGHWAY SYSTEM
 - STRATEGIC INTERMODAL SYSTEM
 - STATE HIGHWAY SYSTEM
 - OFF STATE HIGHWAY SYSTEM

ACCESS CLASSIFICATION

- 1 - FREEWAY
- 2 - RESTRICTIVE w/Service Roads
- 3 - RESTRICTIVE w/660 ft. Connection Spacing
- 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing
- 5 - RESTRICTIVE w/440 ft. Connection Spacing
- 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
- 7 - BOTH MEDIAN TYPES

TRAFFIC

	YEAR	AADT
CURRENT	2015	5600
OPENING	N/A	N/A
DESIGN	N/A	N/A

DISTRIBUTION

DESIGN SPEED			
30	K		9.0%
30	D		54.0%
	T 24		3.4%

CRITERIA

- NEW CONSTRUCTION / RECONSTRUCTION
- RRR INTERSTATE / FREEWAY
- RRR NON-INTERSTATE / FREEWAY
- TDLC / NEW CONSTRUCTION / RECONSTRUCTION
- TDLC / RRR
- MANUAL OF UNIFORM MINIMUM STANDARDS (FLORIDA GREENBOOK) (OFF-STATE HIGHWAY SYSTEM ONLY)

DESIGN SPEED APPROVALS

DISTRICT DESIGN ENGINEER DATE
 HOWARD WEBB, P.E.

DISTRICT TRAFFIC OPERATIONS ENGINEER DATE
 MARK PLASS, P.E.

LIST ANY POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION ELEMENTS:

- DESIGN EXCEPTION FOR LANE WIDTH
- DESIGN EXCEPTION FOR LATERAL OFFSET

LIST MAJOR STRUCTURES LOCATION/DESCRIPTION - REQUIRING INDEPENDENT STRUCTURE DESIGN:

NONE

LIST MAJOR UTILITIES WITHIN PROJECT CORRIDOR:

- AT&T DISTRIBUTION
- COMCAST CABLE
- FLORIDA CITY GAS
- FPL / FIBERLIGHT
- FPL / DISTRIBUTION
- FPL / FIBERNET
- WINDSTREAM COMMUNICATIONS
- LEVEL 3 COMMUNICATIONS
- MCI
- CROWN CASTLE NG NETWORKS
- SPRINT/ NEXTEL
- FDOT ITS- ELECTRIC AND FIBER
- TOWN OF PEMBROKE PARK
- CITY OF WEST PARK
- BROWARD COUNTY- WATER AND WASTEWATER / TRAFFIC
- CITY OF HOLLYWOOD- PUBLIC UTILITIES/ PUBLIC WORKS
- MIAMI-DADE COUNTY- WATER AND WASTE WATER / PUBLIC WORKS

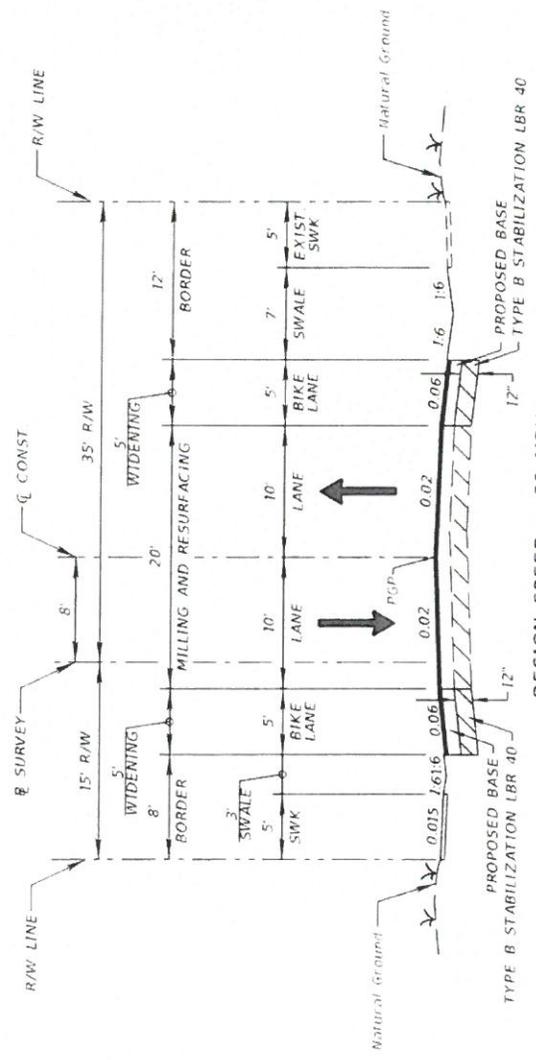
LIST OTHER INFORMATION PERTINENT TO DESIGN OF PROJECT:

- SW 48TH AVENUE IS UNDER JOINT JURISDICTION OF THE TOWN OF PEMBROKE PARK AND THE CITY OF WEST PARK FROM COUNTY LINE ROAD (STA. 30+00.00) TO SW 25TH STREET (STA. 83+50.70). FROM SW 25TH STREET (STA. 83+50.70) TO SR 824/ PEMBROKE ROAD, SW 48TH AVENUE IS SOLELY IN THE JURISDICTION OF THE CITY OF WEST PARK.
- SW 22ND STREET, SW 50TH AVE, SW 21ST STREET, AND SUTTON ROAD ARE SOLELY IN THE JURISDICTION OF THE CITY OF WEST PARK.

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435767-1-52-01 FEDERAL AID PROJECT NO. TBD COUNTY NAME BROWARD
 SECTION NO. OFF STATE HIGHWAY SYSTEM ROAD DESIGNATION SW 48TH AVE LIMITS/MILEPOST N/A
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROPOSED ROADWAY TYPICAL SECTION



DESIGN SPEED = 30 MPH

FROM COUNTY LINE ROAD (STA. 30+00.00) TO S. OF SW 36TH STREET (STA. 48+61.00)
 FROM 15101 SW 31ST DRIVE (STA. 56+72.00) TO SR 858/ HALLANDALE BEACH BLVD (STA. 70+00.00)

APPROVED BY: EITHEL M. SIERRA, P.E. 55401
 Engineer of Record
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 EITHEL M. SIERRA, ENGINEER
 10305 NW 21st Street, Suite 200
 CA No. ER-0007797
 Vendor No. 65-072098
 8-23-2016

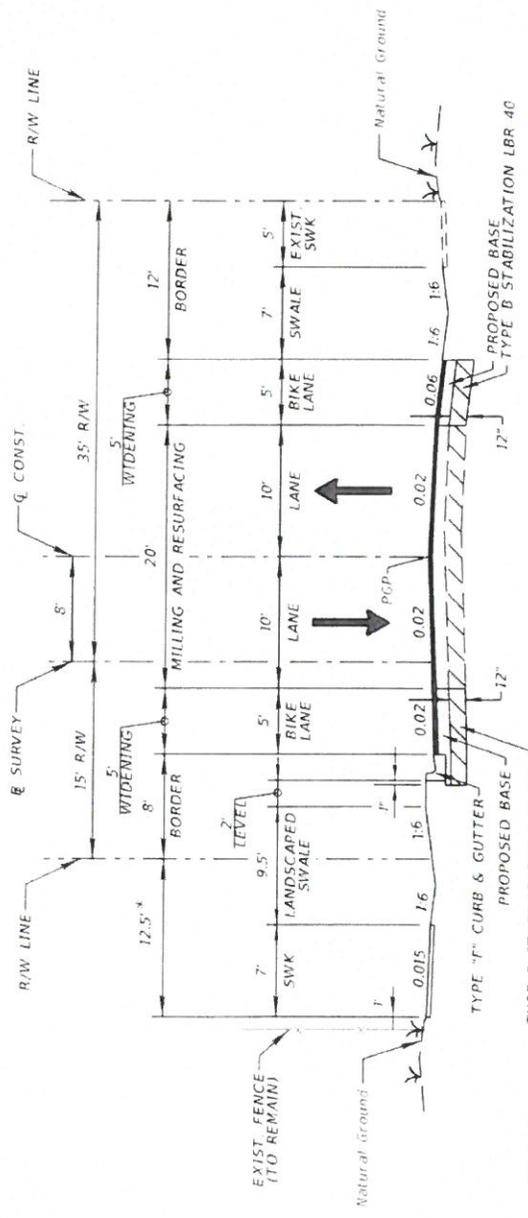
RECOMMENDED BY	TODD LARSON, P.E. PUBLIC WORKS DIRECTOR TOWN OF PEMBROKE PARK	Date
	HOWARD WEBB, P.E. FDOT District Design Engineer	Date
	W. AIROOLA-BALOGUN CITY MANAGER CITY OF WEST PARK	Date

FDOT CONCURRENCE

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435767-1-52-01 FEDERAL AID PROJECT NO. TBD COUNTY NAME BROWARD
 SECTION NO. OFF STATE HIGHWAY SYSTEM ROAD DESIGNATION SW 48TH AVE LIMITS/MILEPOST N/A
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROPOSED ROADWAY TYPICAL SECTION

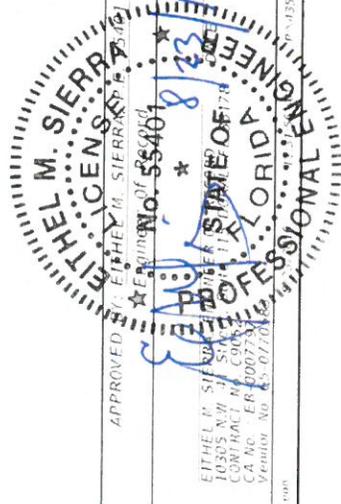


DESIGN SPEED = 30 MPH

FROM S. OF SW 36TH STREET (STA. 48+61.00) TO S. OF SW 31ST DRIVE (STA. 56+72.00)

* PROPOSED FUTURE WORK (SIDEWALKS, LANDSCAPING, ETC.) OUTSIDE OF THE RIGHT OF WAY TO BE CONSTRUCTED BY OTHERS

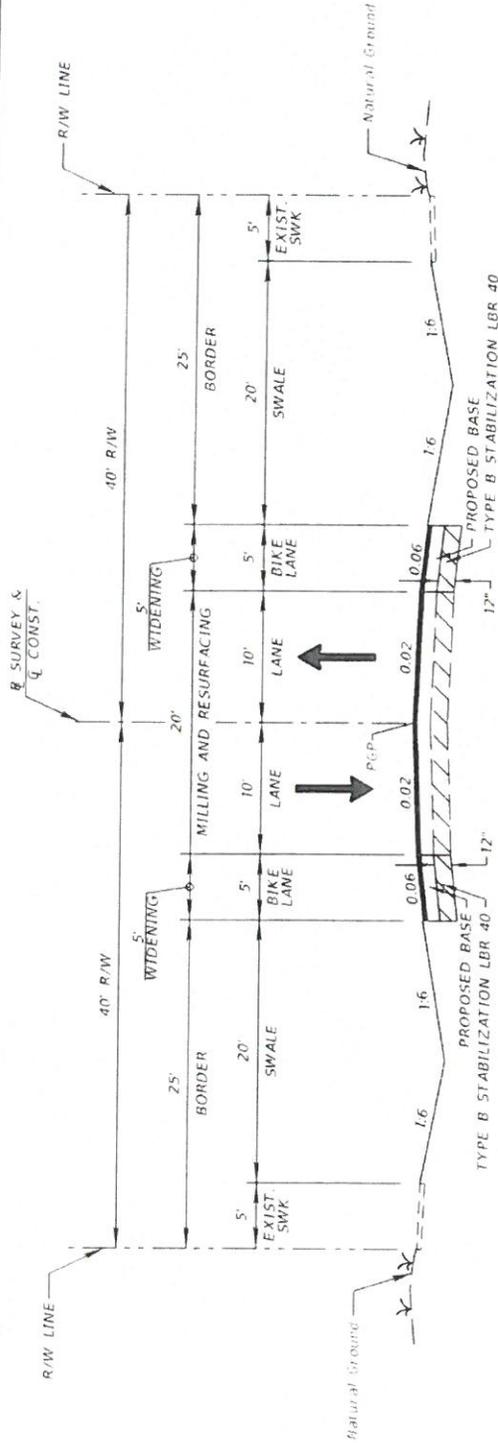
RECOMMENDED BY		TODD LARSON, P.E. PUBLIC WORKS DIRECTOR TOWN OF PEMBROKE PARK		Date
FDOT CONCURRENCE		HOWARD WEBB, P.E. FDOT District Design Engineer		Date
APPROVED		ETHEL M. SIERRA Professional Engineer No. 55401		Date
APPROVED		W. AJIBOLA BALOGUN CITY MANAGER CITY OF WEST PARK		Date



PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435767-1-52-01 FEDERAL AID PROJECT NO. TBD COUNTY NAME BROWARD
 SECTION NO. OFF STATE HIGHWAY SYSTEM ROAD DESIGNATION SW 48TH AVE LIMITS/MILEPOST N/A
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROPOSED ROADWAY TYPICAL SECTION



DESIGN SPEED = 30 MPH
 FROM SW 25TH STREET (STA. 83+50.00) TO SW 23RD STREET (STA. 90+23.00)



APPROVED BY ETHEL M. SIERRA, License No. 53401
 Number of Record

ETHEL M. SIERRA, P.E.
 10305 N.W. 41 Street
 CONTRACT No. C0902
 CA No. ER-007759
 Vendor No. 01-0276345

RECOMMENDED BY

W. AHIOLO BALOGUN,
 CITY MANAGER,
 CITY OF WEST PARK

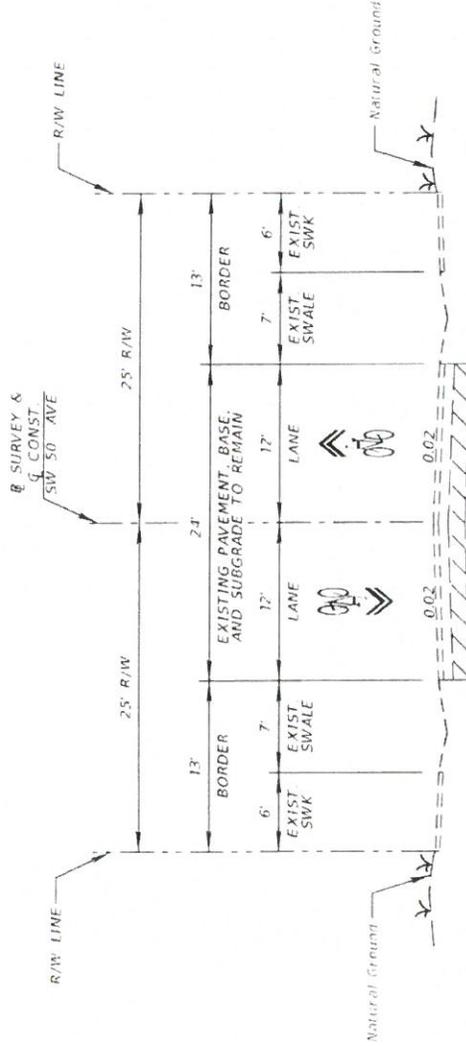
DATE

HOWARD WEBB, P.E.
 FDOT District Design Engineer

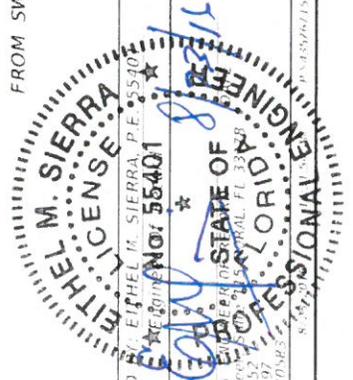
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435767-1-52-01 FEDERAL AID PROJECT NO TBD COUNTY NAME BROWARD
 SECTION NO OFF STATE HIGHWAY SYSTEM ROAD DESIGNATION SW 48TH AVE LIMITS/MILEPOST N/A
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROPOSED ROADWAY TYPICAL SECTION



DESIGN SPEED = 30 MPH
 SW 50TH AVENUE
 FROM SW 22ND STREET (STA. 99+56.87) TO SW 21ST STREET (STA 102+93.48)



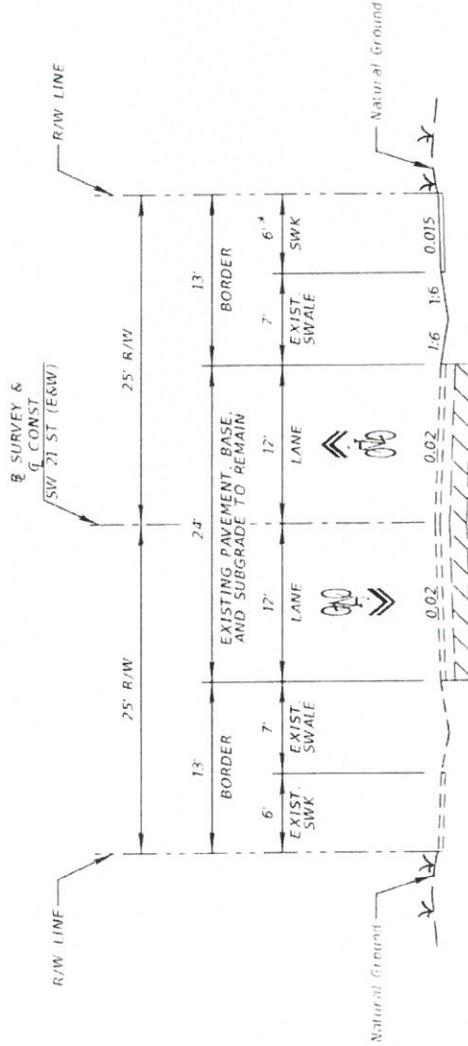
APPROVED BY: ETHEL M. SIERRA, P.E. 55401
 RECOMMENDED BY: FDOT CONCURRENCE

HOWARD WEBB, P.E.
 FDOT District Design Engineer
 W. AUBREY BALOGUN,
 CITY MANAGER
 CITY OF WEST PARK

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435767-1-52-01 FEDERAL AID PROJECT NO. TBD COUNTY NAME BROWARD
 SECTION NO. OFF STATE HIGHWAY SYSTEM ROAD DESIGNATION SW 48TH AVE LIMITS/MILEPOST N/A
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROPOSED ROADWAY TYPICAL SECTION



* CONSTRUCT 6' CONCRETE SIDEWALK WHERE MISSING FROM STA. 106+40.00 & SURVEY SW 21 ST W TO STA. 113+80.69 & CONST. SW 21 ST E TO PROVIDE ACCESS TO PARKING AREA ADJACENT TO PARK.

DESIGN SPEED = 30 MPH
 SW 21ST STREET

FROM SW 50TH AVENUE (STA. 102+93.48) TO SW 48TH AVENUE (STA. 110+21.60)

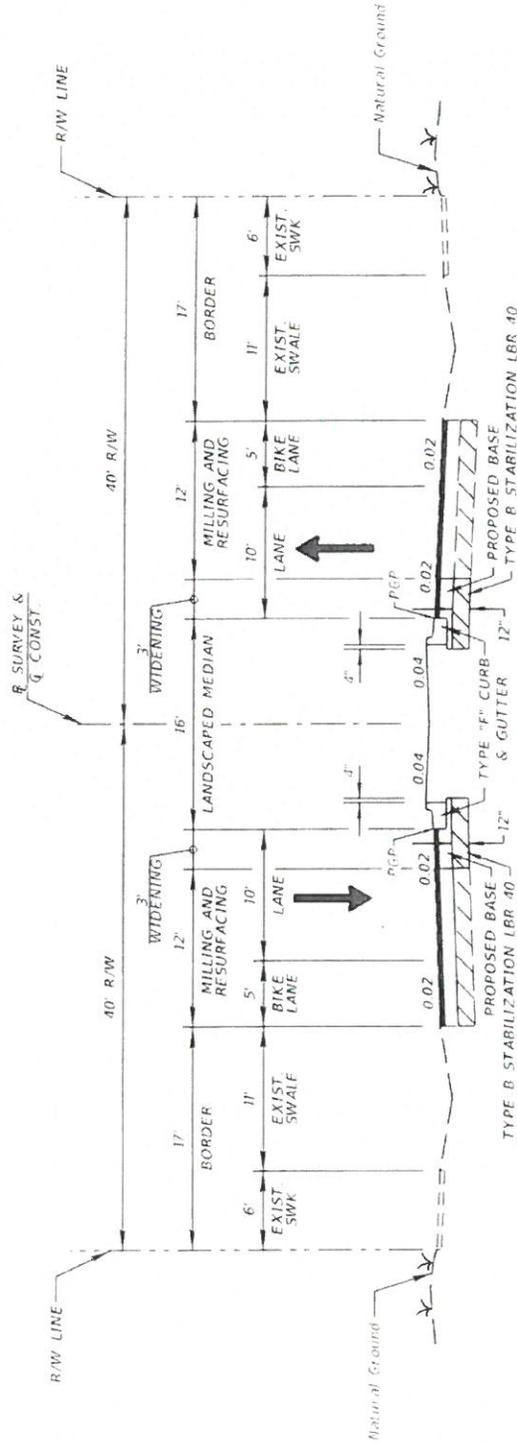


APPROVED BY: ETHEL M. SIERRA , P.E. 55401 Engineer of Record	RECOMMENDED BY:
HOWARD WEBB, P.E. FDOT District Design Engineer	Date
W. AJIBOLA BALOGUN CITY MANAGER CITY OF WEST PARK	Date

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435767-1-52-01 FEDERAL AID PROJECT NO TBD COUNTY NAME BROWARD
 SECTION NO OFF STATE HIGHWAY SYSTEM ROAD DESIGNATION SW 48TH AVE LIMITS/MILEPOST N/A
 PROJECT DESCRIPTION CONSTRUCTION OF BICYCLE FACILITIES ON SW 48TH AVENUE FROM COUNTY LINE ROAD TO SR 824/PEMBROKE ROAD

PROPOSED ROADWAY TYPICAL SECTION



DESIGN SPEED = 30 MPH
 FROM SW 21ST STREET (STA. 110+21.60) TO SR 824 / PEMBROKE ROAD (STA. 122+37.00)



APPROVE BY ETHEL M. SIERRA LICENSE NO. 55401 P.E. Principal of Record	RECOMMENDED BY
DATE 8/16	DATE
STATE OF FLORIDA PROFESSIONAL ENGINEER	W. AJIBOLA BALOGUN CITY MANAGER CITY OF WEST PARK
HOWARD WEBB, P.E. FDOT District Design Engineer	DATE
FDOT CONCURRENCE	DATE

RESOLUTION NO. 2016-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA SELECT SOCCER ACADEMY, INC. FOR USAGE OF CITY PARK RECREATIONAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

WHEREAS, the City desires to offer a wide variety of recreational and sporting activities for residents and the surrounding communities on a year-round basis; and

WHEREAS, Florida Select Soccer Academy, Inc. ("FSSA, Inc.") desires to conduct "Youth Sports Programming" through practices, games, and performances related to athletic programs, events, leagues and services at the City's recreational facilities during operating hours, as determined by the City Administrator or designee, in a responsible manner with due regard for the safety of the participants and others; and

WHEREAS, FSSA's Youth Sports programming for this upcoming year shall involve soccer practices and games; and

WHEREAS, the City and FSSA, Inc. desire to enter into an Agreement allowing FSSA, Inc. to utilize the City's recreational facilities at McTyre Park and Mary Saunders Park, as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City of West Park ("City") operates McTyre Park and Mary Saunders Park, as well as the athletic fields, buildings and recreational facilities located therein; and

WHEREAS, the City Commission of the City of West Park, upon the recommendation of the City Administrator, desires to authorize the Mayor and City Administrator to enter into and execute the facility usage Agreement between the City and FSSA, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Agreement; Authority of Mayor and City Administrator. The City Commission of the City of West Park hereby authorizes the Mayor and City Administrator to execute the Agreement between the City of West Park and Florida Select Soccer Academy, Inc. attached as Exhibit "A" hereto, for usage of the City's recreational facilities at McTyre Park and Mary Saunders Park, together with such non-material changes as may be acceptable to the City Attorney.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 7th day of September 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)



PARKS AND RECREATION DEPARTMENT
FACILITY USAGE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2016 by and between the CITY OF WEST PARK, a political subdivision of the State of Florida, hereinafter referred to as "City" and FLORIDA SELECT SOCCER ACADEMY, INC. (FSSA, INC.), hereinafter referred to as "User" for the use of certain park recreational facilities within the City, as more particularly described herein.

WHEREAS, the City owns and/or operates certain parks, athletic fields, buildings and facilities which are intended for recreational purposes; and

WHEREAS, the City desires to offer a wide variety of recreational and sporting activities for residents and the surrounding communities on a year-round basis; and

WHEREAS, the City desires to enter into a written agreement to allow use of the City's parks, athletic fields and recreational buildings and facilities for recreational purposes as set forth herein; and

WHEREAS, User desires to conduct athletic programs, activities, events, leagues and services at the City's recreational facilities during normal operating hours, as determined by the City Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others.

NOW THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

1. The foregoing "Whereas" clauses are hereby confirmed as being true and correct and are hereby incorporated into this Agreement as a part thereof.
2. The City agrees to allow User to utilize the City's recreational facilities for the time period and event specified in Appendix "A" attached hereto.
3. The parties agree that User shall establish, in conjunction with the Parks and Recreation Superintendent or his/her designee, a general policy and operational plan.

4. The parties agree that activities sponsored and/or operated by the City's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.

Obligations of User

5. User shall comply with all statutes, City ordinances, rules, orders, regulations and requirements of the Federal, State, County and City government as may be applicable to the use of such recreational facilities, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the facilities hereunder.
6. User shall indemnify and hold harmless the City from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities (including the concession facilities) for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.
7. User shall provide at its own cost and expense, a comprehensive liability insurance policy insuring the City against claims for bodily injury, death and property damage an the amount of no less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, or an another amount as determined by the City Administrator. The City of West Park shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the City in the event of cancellation thereof.
8. User agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. User further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
9. User agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
10. User agrees that it shall not make, or permit to be made, any structural changes or improvements to the aforementioned facilities, except upon written approval of the City. Any changes or improvements made with written approval of the City shall remain as part of the facility at the end of the term of this Agreement.

11. User shall provide at each facility for the duration of each event, as indicated on Appendix "A", a First Aid kit in a form acceptable to the City. Evidence of such provision shall be provided to the Parks and Recreation Superintendent or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks and Recreation Superintendent.
12. User shall require that all officials, coaches, volunteers and instructors undergo background screening prior to supervising children, and furnish the City with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the City.
13. User shall provide the Parks and Recreation Superintendent with a calendar of activities for each specific sports activity. Each calendar shall be due to the director no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning practice dates; (c) beginning game dates; (d) scheduled end of season; (e) requested tournament dates and approximate number of teams in the appropriate divisions of each activity; (e) provide the City with any special maintenance requirements with at least seven (7) days prior notice.

Obligations of City

14. City will provide daily maintenance of the facilities throughout the regular season, practices and games, as well as tournament field preparations and maintenance, subject to budgetary considerations.
15. City may, in its sole discretion, limit the use of the facilities to prevent overuse, misuse or abuse the facilities.
16. City reserves the right to determine the suitability of any particular facility for use under this Agreement. City shall bear no responsibility, nor shall User seek any redress, for User's inability to use a facility as provided herein, when, in the reasonable determination of the City, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
17. At all times, City shall administer and enforce all applicable City codes, policies and procedures. City shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
18. City reserves the right to cancel, reschedule or change the location for any activities held at any of the City's facilities. The City may attempt to provide an alternative location for User if facilities are not available, but City is under no obligation to provide such replacement facilities to User.
19. City may, through the Parks and Recreation Superintendent, issue keys to a City recreation facility to an authorized representative of User. Duplication of keys by User will result in revocation of all key privileges and changing of all affected locks at the User's expense.

Term of Agreement

20. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
21. This Agreement shall be effective on a month-to-month basis for a 3 month period of to conclude at the end of the program as proposed herein. This Agreement may be renewed or renegotiated; however, any such modifications shall not be binding upon either party unless made in writing and accepted by both parties. No oral modifications may be made to this Agreement.

Additional Provisions

22. User may not sell alcoholic beverages without the expressed written permission of the City. User may operate concessions to sell food at the City's facilities at the discretion of the Parks and Recreation Superintendent, and only at the events referenced in Appendix "A" hereto. In such instance, User agrees to retain the services of a person(s) to operate the concession. User agrees to comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City governments as applicable to the sale of non-alcoholic beverages and food. City reserves the right to inspect and review the operations of any concession to determine User's compliance with this Agreement. Any items sold by User at the City's concession shall be approved in writing by the Parks and Recreation Superintendent prior to the offering of any items for sale.
23. Notwithstanding this Agreement, or any Agreement to the contrary, User acknowledges and agrees that in the event City and User desire to use a City facility at the same time, or in the event that any similar usage conflict develops, City shall have priority over User for the use of said facility.
24. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the City shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which the City may be entitled.
25. This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
26. The services to be provided by the User pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other persons or entities to provide similar services at the City's facilities.
27. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Broward County, Florida.

28. User and its employees and agents shall be deemed to be independent and not City agents or employees. The User, its employees or agents shall not attain any rights or benefits under the City's retirement plan nor any rights generally afforded the City's classified or unclassified employees, nor shall User be deemed entitled to the Florida Workers' Compensation benefits as a City employee.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF WEST PARK

ATTEST:

Alexandra Grant, City Clerk

BY: _____
Eric H. Jones, Jr., Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Burnadette Norris-Weeks, City Attorney

W. Ajibola Balogun, City Administrator

FLORIDA SELECT SOCCER ACADEMY, INC.

WITNESSES:

Bruno Flores, President/Registered Agent
on behalf of FSSA, INC.

ATTEST:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX "A"
FACILITY USAGE / SCOPE OF SERVICES

1. User shall furnish recreational/instructional services in the area of "Youth Sports Programming" through practices, games, and performances.
2. City will permit the User to utilize the multi-purpose fields/courts, & dance room during the following days and times: Monday through Friday between 5:30pm and 8:30pm and on Saturdays as needed at both parks depending on scheduling. User and the City Parks Department will have mutually acceptable schedule that shall be completed thirty (30) days before the 1st session. The proposed start date of this program is September 12, 2016. The on-going over-lapping programs are expected to run throughout the year with a proposed end date of September 1, 2017.
3. City reserves the right, in its sole exclusive discretion, to change the days and times that the City's facilities may be utilized by the User. In addition, the City reserves the right to establish and enforce limits on the number of hours and number of User's personnel that will be allowed to conduct services/instructional sessions within the facilities stated herein any particular day and time.
4. User shall pay usage fees to the City for the use of the City's facilities in accordance with the following schedule:
 - a. For small room rental, the rate will be \$24.00 per hour for the duration of the program to be paid no less than 2 weeks in advance.
 - b. For small field rental, the rate will be \$22.00 per hour for the duration of the program to be paid no less than 2 weeks in advance.
 - c. For large field rental, the rate will be \$33.00 per hour for the duration of the program to be paid no less than 2 weeks in advance.
 - d. Fees for lining the fields will be assessed based on size of field, complexity of design, materials used, and labor to complete the fields.
5. All payments must be made in the form of a debit card, money order, or certified check. In case of a problem with a payment, all further payments will have to be in the form of a money order or certified check. All of the User's clients must be considered positive members of society, in good standing with all laws, of the City, Broward County and State of Florida. City reserves the right to refuse User services to any client of the User who may be considered a threat of any type to any patron, volunteer, or staff of the City or inconsistent with the sound image of the City.
6. User will utilize its best efforts to promote the City of West Park in all of their games, practices, and/or performances throughout the State of Florida.
7. Unless otherwise agreed upon in writing by both User and the City, User shall promote and recruit from the residents of the City first and foremost and then spread to beyond the city

limits for its Programs. City may position banners at both parks promoting the User's programs. In such case, User will provide the banners and will be responsible for replacing the banners in case they are lost, stolen, or damaged. City reserves the right to remove the banners in case of any weather threats or because of inadequate signage. All banners must be approved by the City prior to being positioned.

8. User shall register all Program participants and collect and record any fees from Program participants.
9. Parking will be allowable for User's Programs only in spaces designated by City staff. There will be no parking permitted on SW 35th Street – adjacent to McTyre Park.
10. User will be responsible for all transportation necessary to any away contests, performances, or other Program activities.
11. User shall be responsible for cleaning all utilized facilities (concession stand, rooms, courts, & playing fields) after usage. Failure to comply will result in an additional cleaning surcharge fee ranging from \$50.00 to \$250.00 per occurrence depending on the severity of the offense.
12. A copy of the additional insured certificate must be made available with the approved facility permit no less than fifteen (15) days prior to the start of any intended programming. Additional requests may be made at the time of permitting by City staff.
13. User shall supply any and all awards for players and volunteers-if applicable.
14. User shall in all best efforts show involvement and active participation in all City events and activities.
15. User agrees to employ City residents, whenever possible, to assist in execution of program services.
16. Any new programs or additional usage requests for different uses must be made in writing and ratified as an amendment to this agreement prior to commencement of said program.
17. Use of alcohol or smoking is prohibited by User or any patrons associated with User's scheduled activity. All City ordinances, rules & regulations must be upheld by the User and program participants at all times.
18. The term of Agreement shall commence upon the date of execution hereof and shall remain in effect on a month-to-month period for until the completion of the program not to exceed 3 months. Program will be evaluated at end of session in consideration for renewal of agreement and/or addition of programs.
19. User will be responsible for any (minor or major) damage to city property such as (assembly halls, concession areas, all purpose fields, gazebos, fencing, bike path, etc.). User will be billed separately for any repairs needed during this agreement, whether accidental, negligent

or any there other. If such action takes place, user will have thirty (30) days from the date of occurrence to make payment for repairs.

20. User will be responsible for any training of volunteers to properly instruct Program participants. Proper training is expected for each sport or activity in accordance with the governing body of such league or sporting organization that the Program is a part of.
21. User will be responsible for the use of any City equipment. Any negligence or reckless use of City equipment shall not be tolerated and may result in termination of this Agreement by the City and suspension or termination of User's Program.

RESOLUTION NO. 2016-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING NENA FLOYD TO THE BUSINESS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 15, 2006, the City Commission of the City of West Park ("City Commission") passed and adopted Ordinance 2006-24, establishing a Business Advisory Committee for the City of West Park; and

WHEREAS, the City Commission adopted Resolution 2007-49, thereby appointing five (5) members to the Business Advisory Committee in accordance with Ordinance 2006-24; and

WHEREAS, due to the term expiration of an appointed member, it is necessary for the City Commission to make one (1) appointment to the Business Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby true and correct and incorporated by reference.

Section 2. Appointment of Members. The City Commission of the City of West Park hereby reappoints the following member to the Business Advisory Committee:

(1) Nena Floyd (Appointed by Mayor Jones)

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 7th day of September 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

RESOLUTION NO. 2016-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FEEDING SOUTH FLORIDA, INC.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there are vulnerable persons living within the City of West Park in need of food; and

WHEREAS, the City of West Park ("City") desires to have a distribution program whereby needy residents have an opportunity for food nourishment; and

WHEREAS, Feeding South Florida, Inc. ("Feeding South Florida") is an organization that works in conjunction with community partners to provide food distribution programs in the form of Food Fairs; and

WHEREAS, the City desires to enter into an agreement with Feeding South Florida, as a program partner for the provision of healthy nutritious food to needy City residents; and

WHEREAS, the City Commission of the City of West Park ("City Commission") deems this service as vitally important to the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of the Mayor and City Administrator. The City Commission of the City of West Park hereby authorizes the Mayor and City Administrator to execute the agreement with Feeding South Florida, Inc., attached hereto as Exhibit "A." The City Administrator is authorized to take all necessary and expedient action to carry out the aims of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 7th day of September 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)



Agreement for Program-enabled Partners

The terms of the following Agreement have been agreed upon and understood by **Feeding South Florida (FSF)**, located at 2501 SW 32 Terrace, Pembroke Park, FL 33023, and _____ (Program Partner), located at _____.

By signing this agreement, both parties acknowledge their respective duties and responsibilities related to food distribution and programming provided by Feeding South Florida. Food Fairs are designed to meet the needs of the food insecure community by providing healthy and nutritious food in a safe environment with broad community support and resources.

The Program Partner agrees to the following Roles & Responsibilities:

1. The Program Partner's primary purpose of its food distribution is to serve vulnerable populations including ill, needy, infants, or children. Any other use of food and grocery products may violate IRS regulations.
2. The Program Partner will not sell or use any donated products in exchange for money, property (real or personal) or other services, including but not limited to the use of donated products for the purpose of fundraising programs and events.
3. Under no circumstances should items acquired from FSF be shared by one Program Partner to another, regardless of whether or not both entities are FSF partners.
4. The Program Partner will distribute all products free of charge (monetary, volunteer hours, services or otherwise).
5. The Program Partner will not sell, trade, barter or give any products in exchange for donations or compensation of any kind, under any circumstances.
6. The Program Partner will not refuse to distribute any products to, or engage in discrimination against, any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, political beliefs, unfavorable discharge from the military or status as a protected veteran. The Program Partner will not require religious activities in exchange for product.
7. The Program Partner will adhere to any donor stipulations placed on donated products. The determination of whether a product is subject to a donor stipulation shall be governed exclusively by the decisions of FSF.
8. Complies with all applicable federal and local statutes, ordinances and regulations.
9. Inform Feeding South Florida, in writing, of any changes in Program personnel, days & hours of operation, and/or number of clients served.
10. Identify individuals and families that are in need of food assistance.
11. Provide adequate amount of volunteer support for Program activities and ensure their proper training.
12. Be available for at least one annual site visit.
13. Receive deliveries and make pick-ups on the designated day.
14. Store the food that is delivered to the site off of the floor and in a secure place.
15. Distribute food in accordance with the predetermined schedule.
16. Keep accurate records and submit reports to Feeding South Florida to assist with program evaluation.
17. Communicate problems and requests to the Feeding South Florida in a timely manner.

Feeding South Florida agrees to:

1. Appoint a primary contact for the food distribution, providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.

RESOLUTION NO.: 2016-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY FOR FUNDING OF THE CITY'S JUVENILE CRIME PREVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2012, the City Commission of the City of West Park ("City Commission") determined that the establishment of a juvenile crime prevention program within the City of West Park ("City") would enhance the ability of law enforcement to intervene and/or prevent juvenile theft, vandalism and other criminal activity; and

WHEREAS, the City and Children Services Council ("CSC") desire to enter into an agreement from October 1, 2016 to September 30, 2017, with three (3) one-year renewal options in the amount of Two Hundred Thousand Dollars (\$200,000.00) with a CSC-required in-kind match of Sixty-Four Thousand Four Hundred Dollars (\$64,400.00); and

WHEREAS, the City Commission has determined that it is in the best interest of the residents of the City to approve the execution of the Amendment to the Agreement between the City and CSC for the funding of the City's juvenile crime prevention program for FY 2016-17.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor and City Administrator. The City Commission of the City of West Park hereby authorizes the Mayor and the City Administrator to execute the Agreement between the City and CSC for the funding of the City's juvenile crime prevention program in the amount of Two Hundred Thousand Dollars (\$200,000.00), with three (3) one-year renewal options, as set forth in Exhibit "A" attached hereto, together with such non-material changes as may approved by the City Attorney. The City Administrator is further authorized take all necessary and expedient action to effectuate the intent of this resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 7th day of September 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

**CHILDREN'S
SERVICES COUNCIL MEMBERS:**

*Emilio Benitez, Chair
Governor Appointee*

*Kim Gorsuch, Vice Chair
Deputy Regional Managing Director
Southeast Region
Florida Dept. of Children & Families*

*Beam Furr, Secretary
Broward County Commission*

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

*Cathy Donnelly
Governor Appointee*

*Hon. Michael J. Orlando
Judicial Member*

*Tom Powers
Governor Appointee*

*Robert W. Runcie
Superintendent
Broward County Public Schools*

*Maria M. Schneider
Governor Appointee*

*Dr. Paula Thuqi
Director
Broward County Health Department*

*Ana M. Valladares
Governor Appointee*

STAFF

*Cindy J. Arenberg Seltzer
President/CEO*

LEGAL COUNSEL

John Milledge

Garry Johnson

August 30, 2016

W. Ajibola Balogun
City Administrator
City of West Park
3150 SW 52nd Ave., Ste. 100
Pembroke Park, FL 33023



Dear Mr. Balogun:

Please find attached two (2) sets of contract (#16-4243) for your Youth FORCE program. Please sign, notarize, and return both copies to us for final execution. Upon execution, one copy will be sent to you.

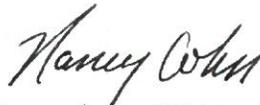
This contract is for the period of October 1, 2016, to September 30, 2017. The contract amounts are in accordance with the negotiated final budget for FY 16/17.

We look forward to working with you in the coming year. If you need any additional information, please do not hesitate to call me at (954) 377-1676.

Sincerely,



Deborah Forshaw, MA, M.Ed.
Assistant Director



Nancy Cohn, M.Ed.
Director of Program Services

Attachment

AGREEMENT

between

Children's Services Council of Broward County

and

City of West Park

for

Youth FORCE 2016
PROGRAM

16-4243
CONTRACT NUMBER

This Agreement, entered into this 1st day of October, 2016, by and between the CHILDREN'S SERVICES COUNCIL, an independent special tax district of the State of Florida, hereinafter referred to as "CSC," and the **City of West Park**, a Florida municipality, hereinafter referred to as "PROVIDER."

WHEREAS, this Agreement will enable PROVIDER to provide services, not otherwise funded by any other public funding source; and WHEREAS, funding given to PROVIDER has been found and declared to be for a public purpose.

NOW, THEREFORE, the parties agree as follows:

I. TERMS OF AGREEMENT

The term of this agreement shall be for the period of **October 1, 2016, through September 30, 2017 ("Initial Term")**. The Agreement may be renewed for additional periods comprising three (3) Renewal Option Periods from **October 1, 2017, through September 30, 2018; October 1, 2018, through September 30, 2019; and October 1, 2019 through September 30, 2020**; at the end of the term at the sole option of the CSC. The Initial Term and Renewal Option Periods shall collectively be referred to as the "Agreement Term."

In the event that the CSC does not exercise a Renewal Option Period as stated above, the CSC may extend the existing Agreement for a period not to exceed nine (9) months. Such extensions shall be exercised at the sole discretion of the CSC in a written Amendment to the Agreement, changing the end date of the Agreement. The Amendment for extension shall be duly executed by the CSC. At the sole discretion of the CSC President/CEO, the CSC President/CEO may extend the expiration date of the term of this Agreement up to three (3) months upon written notice to PROVIDER.

PROVIDER understands and acknowledges that the funding will only be for the Agreement Term stated herein. This Agreement is renewable at the sole discretion of the CSC, contingent upon but not limited to the following:

- A. Continued demonstrated and documented need for the services or priority area of funding;
- B. Satisfactory program performance by PROVIDER; and
- C. The availability of funds from CSC. In accordance with Chapter 2000-461 of the Laws of the State of Florida, the CSC is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this Agreement and must be agreed to by the PROVIDER:

The CSC may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CSC'S then current fiscal year upon forty-five (45) days prior written notice to the successful proposer. Such prior written notice will state that the lack of appropriated funds is the reason for termination.

This written notification will thereafter release CSC of all further obligations in any way related to the services covered herein. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

- D. This Agreement may be terminated with cause or without cause in accordance with the provisions contained in Section VI of this Agreement.

II. SCOPE OF WORK

- A. PROVIDER agrees to provide the services and meet the performance measures set forth in Exhibit A, Scope of Work.
- B. PROVIDER agrees to attend seminars and/or training sessions as requested by CSC staff.
- C. PROVIDER agrees to comply with the Monitoring/Reporting Requirements specified in Section V of this Agreement.
- D. Background Screening: the PROVIDER shall comply with the requirements for background screening as mandated in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable.

III. ORDER OF PRECEDENCE

The Bid Solicitation and PROVIDER Proposal Response are hereby incorporated by reference as a part of this Agreement in the following Order of Precedence: Executed Contract, Bid Solicitation Requirements, PROVIDER Application for Funding.

IV. FUNDING AND METHOD OF PAYMENT

- A. The annual maximum amount payable by CSC to PROVIDER for FY 16/17 shall be \$200,000.00 ("Contract Amount").

- B. The PROVIDER agrees to provide a CSC-required Match in the amount of **\$64,400.00** for the period of **October 1, 2016, through September 30, 2017.**
- C. The CSC agrees to pay for units of service or other deliverables actually provided, invoiced and documented as specified in Exhibit A, Scope of Work. An original invoice, in the format prescribed by the CSC, is due on or before the tenth (10th) day of the month following the month in which services were rendered. CSC agrees to reimburse PROVIDER on a monthly billing basis.

In order to be deemed proper as defined by the Florida Prompt Payment Act, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by CSC. Invoices and/or documentation returned to PROVIDER for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. CSC shall pay PROVIDER within thirty (30) calendar days of receipt of PROVIDER'S properly submitted invoice.

- D. The PROVIDER shall submit the invoice for the end of the CSC'S fiscal year, for payment to the CSC no more than fifteen (15) days after the last day of the month the contract is terminated. If the PROVIDER fails to do so, all rights to payment are forfeited and the CSC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the PROVIDER are received by the CSC and any necessary adjustments thereto have been approved by the CSC.
- E. In the event this Agreement provides for more than one service or program, the Programs Manager may shift funding between services and/or program(s) components, at any time, upon written notice to PROVIDER; however, Programs Manager may not increase funding in excess of the Contract Amount and the total of these adjustments shall not exceed twenty percent (20%) of the total Contract Amount.
- F. Submission of accurate, timely documentation and other requested information as required by CSC shall be considered a factor in evaluating future funding requests. Invoices and/or documentation returned to PROVIDER for corrections may not be considered as submitted and shall be cause for delay in receipt of reimbursement.
- G. **PROVIDER attests to CSC that no other reimbursement is available or used for invoiced services unless expressly authorized by CSC.** This Agreement specifically excludes Medicaid covered services provided to Medicaid certified clients. PROVIDER shall bill and pursue collection of third party and client payments (where applicable) for services rendered under this Agreement. In the event CSC pays PROVIDER for a service that later becomes eligible for Medicaid or other third party coverage, then PROVIDER agrees to deduct the amount paid by CSC on its next invoice. In the event the PROVIDER has submitted a final invoice, PROVIDER shall reimburse CSC in the amount received by Medicaid or other third party payor within (30) days of receipt of that Medicaid payment. Additionally, the PROVIDER must note in the client file the date when clients become eligible for Medicaid or other

third party payor. PROVIDER shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any service covered by this Agreement, and shall make all such records available to CSC upon request. PROVIDER shall report such fees; reimbursement, compensation or funding to CSC for such payments received which will be deducted from PROVIDER's invoices.

- H. No capital equipment shall be purchased under this Agreement. Capital equipment is defined by the Florida Statutes, Chapter 274, as items with a value greater than \$1000 which have a life expectancy of more than one year.
- I. PROVIDER shall submit a W-9 IRS form providing the name, address and Federal I.D. Number of the official payee to whom payment shall be made.
- J. It is PROVIDER'S responsibility to advise the Programs Manager, in writing, of changes in name, address and/or telephone number.

V. MONITORING, REQUIRED RECORDS AND REPORTS

A. MONITORING:

PROVIDER agrees:

1. To assign appropriate staff as necessary to attend meetings with CSC staff to discuss issues and recommendations concerning quality of service; service delivery systems, coordination of services, consumer satisfaction, records maintenance, and funding maximization, etc.
2. To provide full access at administrative and service delivery sites to CSC during all announced and unannounced visits, for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery, and consumer/PROVIDER staff interaction. CSC and PROVIDER shall maintain the confidentiality of Client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
3. To make all records and files pertaining to Clients subject at all times to inspection, review and/or audit by CSC.
4. That, if documentation is not readily available, then payments may be suspended until such time as PROVIDER has rescheduled another monitoring appointment to occur within thirty (30) days.
5. To respond to any monitoring findings within the time frame specified therein, that back-up documentation to be used to support the billings and outcomes provided shall be approved in writing by CSC staff.
6. That, findings of monitoring reports, responsiveness to corrective action, and all the performance requirements of this Agreement and timeliness of requested information shall be considered factors in evaluating future funding requests.

7. To provide CSC access to records and client files developed relevant to this Agreement regarding assessment of Performance Measures beyond the expiration of this Agreement, as applicable.
8. Any monitoring reports, evaluation reports and/or accreditation reports from other agencies or funding sources for similar services provided shall be submitted to CSC within thirty (30) days of receipt. Such reports shall be sent to Programs Manager.

B. REPORTS:

PROVIDER agrees:

1. PROVIDER agrees to comply and participate in any data collection as required by the CSC. In the event that the PROVIDER is approached by a third party to participate in a program evaluation study of a CSC funded program, PROVIDER agrees to submit the request to CSC and obtain prior approval from CSC. If approved, PROVIDER agrees to furnish CSC with any and all related program evaluation reports.
2. Also, PROVIDER agrees to furnish CSC with any and all reports required in this Agreement within the accompanying time requirements as noted.
3. In the event services similar or identical to those covered under this agreement are purchased and/or subsidized in whole or in part by another public or private funding source, notice of funding specifics shall be submitted to the Programs Manager.
4. Statistical Demographic Report: The PROVIDER agrees to maintain and report monthly (where applicable) information on client demographics which includes last four digits of social security number, Broward County Schools student identification, age, gender, race, cultural influence, language spoken at home, country of birth, parental marital status, education levels and status in SAMIS or other format provided by, or approved in writing by, the CSC. PROVIDER agrees to track overall Client household income, other benefits received, types of services provided, and other information as required by the CSC.
5. Client Satisfaction Surveys: The PROVIDER agrees to furnish the CSC with compiled results of any and all Client Satisfaction Surveys administered by the PROVIDER. Survey reports shall include the total number of surveys administered/mailed and the total number of surveys completed/returned. Upon CSC request, PROVIDER shall submit raw data from all administered Client Satisfaction Surveys.

The CSC may, at its discretion, administer or require the PROVIDER to administer Client Satisfaction Surveys, as deemed necessary. PROVIDER shall provide necessary client information and facilitate the administration of client satisfaction surveys, as directed by the CSC.

6. Client Performance Measure Data Reporting: The PROVIDER shall submit Client Performance Measure data, in the format provided by the CSC, within time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measurement achievement. The report should also include any noteworthy activities that have occurred during the term of this Agreement and such other information as requested.
7. Actual Expenditure Report: The PROVIDER shall submit to the CSC an Actual Expenditure Report which reports by line item actual expenditures incurred in the performance of this contract. The report shall be submitted in a format to be provided by the CSC. Such expenditure information will be used to compile historical unit cost data and to analyze appropriate funding levels. Significant discrepancies between budgeted and actual costs may result in recoupment of funds. A final Actual Expenditure Report shall be submitted through SAMIS by the PROVIDER within sixty (60) days after the end of the contract.

C. OTHER REQUIREMENTS:

1. INTERNAL DOCUMENTATION

PROVIDER agrees to maintain the following, as applicable: (1) Personnel files including hiring records, job descriptions, policies, evaluation procedures, and background screening results, (2) Authorized time sheets, records, and attendance sheets, (3) Daily activity log and monthly calendar, (4) Signature of person at sites authorizing presentations, (5) Training modules, (6) Pre and post session questionnaires, (7) Client information release form, (8) Community Resource Inventory Organizational Profile update, (9) Emergency Disaster Plan and (10) Such other information as requested by CSC.

2. UNITS OF SERVICE

PROVIDER shall document and maintain permanent client records that reflect individual beginning and ending service times, dates of service and nature of service for all units of service provided under this Agreement.

3. TRACKING SYSTEM REQUIREMENTS

PROVIDER shall comply with the CSC'S Services and Activities Management Information System (SAMIS), as applicable, identifying all Clients referred to and from the program(s) funded under this Agreement. This shall include, but not be limited to, client information related to client demographics, and identification, referral sources, performance measurement data, service provision data and fiscal activities for all programs funded under this agreement.

4. PRO CHILDREN ACT COMPLIANCE

The PROVIDER shall comply with Public Law 103227 Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, which requires that

smoking not be permitted in any portion of any indoor area routinely used or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education or library programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in the private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$ 1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

5. REVENUE MAXIMIZATION DOCUMENTATION

PROVIDER agrees to comply with any and all reporting and documentation requirements necessary for eligibility for Federal, State and other match funding opportunities to CSC for services provided under this Agreement, e.g., Title IV-E of the Social Security Act, Temporary Assistance for Needy Families (TANF) Block Grant, Medicaid Targeted Case Management, etc.

The PROVIDER shall complete all necessary and appropriate forms for all clients served under this Agreement. This data will be used by the CSC in federal funding revenue maximization efforts. All eligibility information shall be reported to the CSC quarterly, unless otherwise specified by the CSC, and copies of all eligibility forms shall be retained in the individual client/family case files and available for unannounced review by the CSC. Such eligibility information shall not be used as a determination of client eligibility for program services funded under this Agreement.

VI. TERMINATION OF AGREEMENT AND NOTICE

- A. It is the intent of the CSC to assure consistent and orderly delivery of children's services. It is the further intent of the CSC to terminate Agreements only in those situations where such action is essential for the protection of its interest and the interests of children, as determined by the CSC.
- B. This Agreement may be terminated by the PROVIDER without cause upon no less than forty-five (45) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. This Agreement may be terminated by the CSC without cause upon no less than forty-five (45) days written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- D. In the event that funds needed to finance this Agreement become unavailable, the CSC may terminate the contract upon no less that twenty-four (24) hours notice in writing to the PROVIDER. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management to provide 30 days notice for Termination for Lack of Funds. The CSC

shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.

- E. In addition to the rights set forth in sub paragraphs C and D above, this Agreement may be terminated by the CSC with cause upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CSC at its discretion may waive any breach by the PROVIDER in writing, but such waiver shall not constitute a waiver of any further breaches, including breaches of the same type.
- F. The above provision shall not limit the CSC'S right to remedies at law or to damages.

VII. AUDIT RIGHT AND RETENTION OF RECORDS

CSC shall have the right to audit the books, records, and accounts of PROVIDER that are related to the Scope of Services under this Agreement. PROVIDER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services under this Agreement. As defined in the Florida Single Audit Act, the PROVIDER agrees to allow the CSC, the comptroller, the Auditor General or other auditing body access to its records as required by Florida Statutes 215.97, Florida Single Audit Act.

PROVIDER shall preserve and make available, at reasonable times for examination and audit by CSC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the Agreement Term of this Agreement and for five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CSC to be applicable to PROVIDER'S records, PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by PROVIDER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CSC'S disallowance and recovery of any payment upon such entry.

VIII. PUBLIC RECORDS LAW COMPLIANCE

CSC is a public agency in Florida and as such, PROVIDER's records pertaining to this Agreement are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). PROVIDER is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

- A. PROVIDER will keep and maintain public records required by CSC to perform the service hereunder;
- B. Upon request from CSC's custodian of public records, PROVIDER will provide CSC with a copy of the 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 Florida Statutes Chapter 119 or as otherwise provided by law.

- C. PROVIDER will 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 Agreement term and following completion of the Agreement if PROVIDER does not transfer the records to CSC.
- D. Upon completion of the Agreement, PROVIDER will transfer, at no cost, to CSC all public records in possession of PROVIDER or keep and maintain public records required by CSC to perform the service. If PROVIDER transfers all public records to CSC upon completion of the Agreement, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of the Agreement, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSC, upon request from CSC's custodian of public records, in a format that is compatible with the information technology systems of CSC.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CSC CUSTODIAN OF PUBLIC RECORDS AT (954) 377-1000; records@cscbroward.org; 6600 WEST COMMERCIAL BLVD, LAUDERHILL, FL 33319.

IX. OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, studies, films, books, tapes, recordings, curricula, statistical compilations, materials, presentations, media materials, pamphlets, flyers, software and any other data and documents provided or created in connection with this Agreement (herein referred to as "Documents") are and shall remain the property of CSC. Upon termination of this Agreement, all documents prepared by PROVIDER, whether finished or unfinished, shall become the property of CSC and shall be delivered by PROVIDER to the CSC, at CSC request, within seven (7) days of termination of this Agreement by either party. Any compensation due to PROVIDER shall be withheld until all documents are received as provided herein. PROVIDER nor its officials, agents or employees shall cause the copyright or trademark of any Documents (as defined herein) that are provided or created in connection with this Agreement without the prior written approval of CSC, in its sole discretion.

X. INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor under this Agreement. Services provided by PROVIDER shall be by employees of PROVIDER and subject to supervision by PROVIDER, and not as officers, employees, or agents of the CSC. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of PROVIDER.

XI. SUBCONTRACTING

PROVIDER shall not assign the responsibility of this Agreement to another party or subcontract for any of the work contemplated under this Agreement, without prior written approval of the Programs Manager. No such approval by the Programs Manager shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the CSC in addition to the total dollar amount stated in this Agreement. All such assignments or subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the CSC shall deem necessary.

XII. FINANCIAL STATEMENTS

- A. Within 180 days of the close of its fiscal year, PROVIDER agrees to submit to the CSC a certified independent fiscal audit of all its corporate activities and any accompanying management report(s) issued in conjunction with the audited financial statements. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). If PROVIDER is subject to an audit under the guidelines consistent with: 1.) Government Auditing Standards (GAS), issued by the Comptroller General of the United States; 2.) Office of Management and Budget (OMB) Circular A-133, Audit of States, Local Governments and Non-Profit Organizations; when and to the extent such OMB Circular A-133 is superseded, the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 3.) The Florida Single Audit Act, Florida Statutes 215.97, and rules of the Auditor General of Florida, then a single bound report is to be provided to the CSC. Audit extensions may be granted in writing by the Programs Manager upon receipt in writing of such request with appropriate justification by the PROVIDER.

- B. Supplanting: The PROVIDER shall not use funds provided by the CSC to replace funds from other funding sources.

XIII. BOARD MEMBERS AND MEETINGS

Within 30 days of the effective date of this Agreement, PROVIDER will submit to the CSC a calendar of its scheduled Board meetings for the current fiscal year and an updated list of Board Members.

XIV. PUBLICIZING CSC SUPPORT

PROVIDER shall identify the CSC'S support on its letterhead, agency newsletter, annual reports and any other printed materials, display CSC support through banners and flyers and utilize every reasonable opportunity to publicize the funding received from the CSC. CSC agrees to provide PROVIDER with a camera-ready logo for such use.

XV. PUBLICATIONS

PROVIDER agrees to supply the CSC, without charge, up to three (3) copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the CSC. PROVIDER agrees that the CSC will have unlimited use of copyrighted materials developed under this Agreement.

XVI. CONFIDENTIAL INFORMATION

The PROVIDER, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations (45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

Written Statement of Purpose(s) for Collection of Social Security Numbers:

In accordance with Florida Law, PROVIDERS shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses partial social security numbers (last four digits) from its participants and the parents/guardians of such participants. CSC-funded programs shall provide all individuals from whom it collects a partial social security numbers with a copy of a written statement that includes the following:

“The Children’s Services Council of Broward County (“CSC”) collects and uses partial social security numbers (last four digits) of participants of CSC-funded programs and the parents/guardians of such participants so that CSC may collect and use data from other agencies for comparison purposes in order for CSC to track and measure the impact of CSC-funded programs and services and to assist CSC with maintaining and improving successful programs and services. All individual information will be safeguarded and will not be disclosed. CSC’s collection of the partial social security numbers from its participants and the parents/guardians of such participants is imperative for the performance of CSC’s duties and responsibilities as prescribed by law. The partial social security numbers collected by CSC shall not be used by CSC for any purpose other than the purpose provided in this written statement.”

XVII. NOTIFICATION FOR USE OF PARTICIPANT DATA

PROVIDER agrees to inform recipients of services of myriad uses of data by the CSC.

Written Statement of Purpose for Authorizing Collection of Data for Research

In compliance with research ethical standards, PROVIDERS shall inform all CSC funded program participants and their parents/guardians, in writing, of the purpose(s) for which CSC collects and uses data from its participants and the parents/guardians of such participants. PROVIDERS shall also request parental consent for CSC and/or PROVIDER to obtain education records for the purpose of research (20 U.S.C SS 1232g(a)(4)(B)(iv); U.S.C SS 1232(b)). CSC-funded programs shall provide all individuals enrolled in their programs with a copy of a written statement that includes the following:

“In order to continue funding programs like this one, Children’s Services Council of Broward County (“CSC”) and authorized users conducts research to see how participants do while in the program, as well as after they leave the program. In addition to performance measurement data collected from participants in their program, CSC research staff may give participants additional surveys and assessments. CSC may also collect information on participants after they complete the program. The information collected after participants leave the program will come from county and state public health databases like Florida Department of Education. The information participants

provide will not be used to identify them. CSC has created many safeguards to protect participants' privacy and to prevent unauthorized use or access to it. CSC is not allowed to release any of participants' personal information (Open Government Sunset Review Act; Section 119.15, F.S.)."

XVIII. SECURITY OBLIGATIONS

PROVIDER shall maintain an appropriate level of data security for the information the PROVIDER is collecting or using in the performance of this contract. This includes, but is not limited to, approving and tracking all PROVIDER employees that request system or information access and ensuring that user access has been removed from all terminated PROVIDER employees.

XIX. CLIENT RISK PREVENTION AND INCIDENT REPORTING

- A. PROVIDER shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll- free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, FLORIDA STATUTES, this is binding upon both the PROVIDER and its employees.
- B. In the event of critical incidents such as serious client accident, injury or death, PROVIDER shall advise the Programs Manager immediately by phone and in writing within twenty-four (24) hours. All pertinent information such as Agency Incident Reports, Police Reports, actions taken, etc., shall be furnished by the PROVIDER to the Director of Program Services within twenty-four (24) hours of the incident, or receipt of such information.

XX. NONDISCRIMINATION

Programs receiving funding from the CSC shall not discriminate against an employee, volunteer, or participant of the PROVIDER on the basis of race, color, gender, sexual orientation, religion, national origin, citizenship, disability, or age except that programs may target services for specific participant groups as defined in the application. Additionally, agencies receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CSC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment of persons with disabilities.

XXI. INDEMNIFICATION CLAUSE

Any PROVIDER who is a state agency or subdivision, as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a

waiver of sovereign immunity by any PROVIDER to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract or under this Agreement.

XXII. INTELLECTUAL PROPERTY RIGHTS

The PROVIDER will indemnify and hold harmless, CSC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by CSC. If the PROVIDER uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with CSC.

XXIII. INSURANCE

- A. PROVIDER shall maintain in force for the term of this Agreement comprehensive general liability in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence bodily injury and property damage combined single limit. Such policy will be evidenced by a Certificate of Insurance which reflects CSC as an additional insured and provides thirty (30) days prior written notice of cancellation. The Certificate of Insurance shall also be in compliance with Florida Statute 440 (Workers' Compensation Law).

Further, PROVIDER will maintain professional liability insurance in the minimum amount of three hundred thousand dollars (\$300,000) for each claim, subject to insurance market availability and affordability. Such policy will be evidenced by a Certificate of Insurance which provides thirty (30) days prior written notice of cancellation.

Each renewal of the respective Certificate of Insurance provided for above shall be submitted to the CSC. Failure to submit a current Certificate of Insurance shall result in suspension of any monies due and owing for any outstanding invoice of the PROVIDER by the CSC. PROVIDER shall submit a copy of their current Certificate of Insurance to the CSC when this Agreement is signed with renewals of same annually thereafter.

- B. If PROVIDER'S insurance is provided by a municipality and at any time the municipality is unable or unwilling or otherwise ceases to provide insurance to CSC for injury, damages, or liability which may arise out of the performance of this Agreement, PROVIDER shall be responsible for providing sufficient insurance in amounts and under terms required by CSC. CSC, in its sole discretion, shall determine what constitutes sufficient insurance. Documentation shall be submitted by PROVIDER to the Programs Manager.

XXIV. AMENDMENTS: ASSIGNMENTS

- A. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. However, the Programs Manager for the CSC may sign a modification, amendment or alteration to the terms and conditions of this Agreement where there is a change to Exhibit A, Scope of Services, to reduce the Contract Amount, or to change Performance Measures.
- B. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of CSC. The PROVIDER herein shall not assign payments under this contract or agreement without the prior written consent of CSC.

XXV. WAIVER OR BREACH

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

XXVI. DEFAULT

In the event that the awarded PROVIDER(S) should breach this contract, CSC reserves the right to seek remedies in law or in equity.

XXVII. REPRESENTATIONS AND ACKNOWLEDGMENTS

- A. PROVIDER represents to CSC that upon the execution of this Agreement and continuing throughout the Agreement Term the following are true and correct. In the event that any of the following representations become at any time not true, the PROVIDER shall immediately provide written notice of same to the Programs Manager.
 - 1. There have been no irregularities involving its management or employees that could have a material effect on PROVIDER'S operations or financial stability.
 - 2. PROVIDER has committed no violations or possible violations of laws or regulations the effects of which should be considered by CSC prior to entering into this Agreement.
 - 3. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.
 - 4. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
 - 5. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where PROVIDER is operating a facility or

providing a service where any type of licensure is required, including, but not limited to federal, state, county and local law.

6. PROVIDER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CSC'S satisfaction for the agreed compensation.
 7. PROVIDER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PROVIDER'S performance and all interim and final product(s) provided to or on behalf of CSC shall be comparable to local state and national best practice standards.
- B. PROVIDER acknowledges that:
1. Verification of liability protection, shall accompany this Agreement upon execution of this Agreement by PROVIDER.
 2. Information, guidance and technical assistance offered by Programs Manager, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by the CSC and should not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

XXVIII. PUBLIC ENTITIES CRIMES ACT

PROVIDER represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSC, may not submit a bid on a contract with CSC for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSC, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with CSC, and may not transact any business with CSC in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from CSC's competitive procurement activities.

XXIX. GOVERNING LAW AND VENUE

This Agreement shall be governed, construed, and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Court in and for Broward County, Florida.

XXX. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local government laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

XXXI. SEVERABILITY

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CSC or PROVIDER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

XXXII. CIRCULARS, STATUTES AND COMMON RULES

The source of the CSC'S funding is local dollars; thus the PROVIDER does not need to conduct a separate single audit under this contract. The PROVIDER shall use the following Circulars as a guideline for managing the CSC'S funding:

- A. Administrative Requirements: OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- B. Allowable Costs: OMB Circular No. 87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-122 "Cost Principles for Nonprofit Organizations" and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Institutions."
- C. Florida Statutes 215.97, Florida Single Audit Act.

XXXIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Both parties agree to satisfy the standard for personal health information contained in the federal and state statutes and regulations, including, without limitation, any regulations promulgated under HIPAA (Health Insurance Portability and Accountability Act), as applicable. It is expressly understood by the parties that where CSC is funding services, CSC personnel and/or its agents shall have access to protected health information (hereinafter known as "PHI") for the purposes of compliance monitoring, quality assurance activities, and auditing. These provisions do not preclude CSC from disclosing protected health information to report unlawful conduct in accordance with 45 C.F.R. 164.502(j) (as may be amended from time to time).

Where required, PROVIDER shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PROVIDER and/or CSC's uses of client's PHI. The requirements to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. The parties to this Agreement do not believe that a business associate or trading partner relationship (as defined by the Health Insurance Portability and Accountability Act or "HIPAA") exists between PROVIDER and CSC with regard to this Agreement; however if the

Programs Manager subsequently determines that such a relationship exists, the parties agree to enter into an appropriate agreement using the form of such agreement to be provided by Programs Manager in his/her sole and absolute discretion at that time.

XXXIV. MULTIPLE ORIGINALS

This Agreement may be fully executed in two (2) copies or more by all parties, each of which bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as evidenced by each signature.

This 39 page contract, inclusive of Exhibit A, Scope of Work, and Exhibit B, Schedule of Activities, is hereby executed as follows:

Approved as to form by:

JOHN MILLEDGE, ESQ.
200 Las Olas Office Building
200 SW First Avenue, Suite 800
Ft. Lauderdale, FL 33301

John Milledge, Esq.

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EXHIBIT A
SCOPE OF WORK

Agency Name: City of West Park
Program Name: CSC Youth FORCE 2016
Contract #: 16-4243

I. Method of Service Delivery

The Provider shall provide year-round programming for at-risk middle school age youth that will achieve the following:

- strengthen protective factors by helping youth develop resiliency, a positive outlook, healthy family dynamics, pro-social relationships with peers and adults, positive decision-making skills, strong community attachment, and academic success; and
- reduce risk factors related to teen pregnancy, delinquency, substance abuse, family dysfunction, mental and physical health problems, negative peer associations, and school failure.

Use of evidence-based practices shall help to strengthen protective factors and teach positive decision-making skills so that fewer youth will be referred for delinquent offenses or involvement in violence. A Positive Youth Development approach shall be utilized to help program participants build upon areas of strength and develop resiliency that will protect them against risk factors. Positive Youth Development promotes healthy development through supportive relationships with adults and peers, community connections, meaningful opportunities for involvement, challenging and engaging activities and learning experiences, and physical and emotional safety. Youth Force programs shall provide youth identified as "at-risk" with culturally competent, holistic services designed to promote personal inspiration and enhance students' well-being in a supportive environment. The desired outcome for participants in Youth FORCE programs is to remain free from involvement in delinquent acts, violence and other problem behaviors that have serious and long-term consequences.

Wherever possible and appropriate, programs shall serve youth in an inclusionary format that meets the needs of participants of varying abilities and exceptionalities. In accordance with State and Federal laws, youth with special needs must be afforded the same opportunities as youth in the General Population. Youth FORCE programs serving students with special needs shall model successful strategies that have been proven to work, including coordination with the school system regarding academic and social functioning.

A. Program Intent

The intent of Youth FORCE programming is to expand the availability of programs addressing the developmental needs of middle school-age youth who are at-risk of school failure, pregnancy, substance abuse, gang involvement, and other negative outcomes. Programs shall be operated **year-round** and include schedules and activities appropriate for after-school and non-school days, including a minimum of six (6) weeks of summer programming.

Mandatory Components

1. Individualized Assessment & Service Plan Development

- a) **General Assessment**—Within two (2) weeks of entering the program, all youth shall be assessed to determine their individual, family, and neighborhood strengths and risks. Strengths such as interests, aptitudes, and abilities, as well as risks and barriers to success, e.g., academic failure, substance abuse or family dysfunction, shall be identified to determine the level and type of support needed.
- b) **Mental Health Assessment**--Participants identified with high risk factors for mental health issues shall receive mental health assessments. Youth may be referred to appropriate mental health providers to administer these assessments, or providers with experienced, licensed staff may perform these assessments in-house.
- c) **Goal Development**—Case managers shall review assessment information and work with each youth to create appropriate program goals towards which the youth will work during program participation. Both long and short-term goals shall be identified during this phase of the program, with the short-term goals acting as stepping stones to help youth work towards longer term objectives. Goals may address issues identified in community, family, school, or individual/peer domains.
- d) **Individualized Service Plan**—Counselors shall work with youth to create a "road map" identifying specific strategies and action steps that will help them overcome obstacles identified during assessment to achieve their goals. It is critical to involve youth in this process in order to gain their buy-in for future activities, as well as to empower them to take control of their own destinies. Youth shall be connected with natural supports in the community to ensure positive behaviors will continue after program participation has been completed. Service plans shall include developmentally and culturally appropriate interventions that will be re-evaluated on an ongoing basis, with services adjusted to meet the current needs of each youth.

2. Connecting Activities

- a) **Tiered or Triaged Case Management**—Using this approach, youth who are assessed with or exhibit lower risk levels shall receive primary prevention services by youth development counselors that include informal counseling and linkages to community supports. Youth with higher risk levels shall receive secondary prevention services, which include more intensive individual counseling and linkages to appropriate community supports. Youth with the highest levels of risk shall receive tertiary intensive case management services provided by more experienced and knowledgeable case managers that include a combination of formal and informal counseling, as well as linkages with appropriate community resources, including referrals to mental health providers.
- b) **Support Services**—Youth with documented needs shall receive supportive services to help them successfully participate in the program, which may include transportation assistance, adaptive equipment for a youth with special needs, and emergency financial assistance to meet basic needs for food, shelter, utilities, etc. Additionally, case

managers shall connect youth with appropriate community resources that will help them meet their goals as part of the service planning process. Such supports may be provided by the agency, or may be referred out to other agencies that specialize in providing such services.

- c) **Service Coordination**—The Provider shall coordinate services regarding youth participants who are involved with other systems of care, such as the dependency or juvenile justice systems. Coordination with school staff is recommended when providing case management for youth with special needs and/or behavioral health issues.
- d) **Counseling**—Youth shall receive counseling services appropriate to their level of need. Individual counseling shall be provided informally as needed during the course of the school year as staff cultivate trusting relationships with the youth they are serving. Crisis counseling shall be provided on an as-needed basis to address more serious issues that may arise. Group counseling sessions may be provided to address specific topics that will help prepare youth for adulthood, such as positive peer relationships, conflict resolution, or dealing with cultural diversity. Youth with more intensive mental health needs shall receive appropriate counseling through referrals to local mental health service providers.

3. Academic Services & Supports

- a) **Academic Assessment**--During the assessment process, program staff shall determine if youth are experiencing difficulty in a particular subject area, or with school behavior and/or attendance, using report cards, FSA scores, IEP's, and other school reports. This information shall be used to create appropriate academic goals that will be included in the youth's service plan.
- b) **Instruction and Remediation**—The Provider shall offer developmentally appropriate academic instruction using creative and engaging teaching strategies. The youth's academic service goals shall be utilized to provide remediation targeting specific skills where the student has a learning deficit, and instruction shall be provided to build skills in that area. Academic services shall be provided both during the school year and the summer components. During the school year, activities shall focus on homework assistance and advocacy, while academic enrichment activities shall be the focus during the summer session. *After School KidzLit*, *Zula* and *Moving with Math* curricula shall be utilized to provide academic instruction afterschool and during the summer months.

1. **School Year Academic Component**--The focus of the afterschool academic component shall be on providing high quality homework assistance. The Provider shall provide afterschool homework assistance and instructional support by trained staff for one hour each day. This component shall be conducted in a structured setting with appropriate materials and space and limited distractions. Instruction in general study skills critical to all academic subjects, e.g., time management, how to use reference materials, note-taking and general test preparation skills, shall be included. The Provider shall also utilize motivational strategies to encourage students to complete their homework, e.g., reward systems. Program staff shall develop lines of communication with school personnel to help track student progress, align instructional activities, and connect students with necessary educational resources. Students served through Exceptional Student Education (ESE) shall be assisted in connecting with appropriate services.
2. **Summer and Non-School Academic Enrichment**--During the summer component, which shall operate for eight (8) weeks, youth shall participate in one hour of daily fun and engaging enrichment activities designed to build a variety of skills and competencies, including personal and social skills. Project-based and hands-on contextual learning activities shall be designed to attract teens while embedding curriculum that builds both life skills and academic skills. Activities offered through this component may also be tied to other program components, such as community service learning, employability skills training, nutrition and fitness, and cultural arts, in order to provide a more holistic and engaging learning experience.

4. **The Teen Outreach Program® (TOP)**

The Provider shall implement the TOP® evidence-based positive youth development model for a minimum of one hour each week for 25 weeks using the *Changing Scenes™* curriculum. Additionally, 20 hours of community service learning activities shall be offered through this component. All TOP® group sessions must be conducted by staff who have completed Teen Outreach Facilitator (TOF) certification training, which will be provided by CSC.

5. **Nutrition & Fitness Activities**

The Provider shall provide youth with opportunities for positive recreation and physical activity each week. Fitness activities and nutrition education shall be delivered in a fun, effective and inclusive manner. The nutritional component may be offered as a stand-alone module, or nutrition-related activities may be incorporated contextually into the program on an ongoing basis. Physical fitness activities shall be provided by Provider staff using the S.P.A.R.K Fitness Program and President's Physical Fitness Challenge. Nutrition education programming shall be provided by FLIPANY. Additionally, FLIPANY's Earn-A-Bike program shall be used to encourage bicycle riding as youth learn how to fix and care for bicycles and earn a free bike, helmet, and lock after successful completion of the program.

During the school year, the Provider shall access appropriate USDA resources to ensure all youth children in their program receive one (1) healthy snack and/or meal daily on all regular and early release school days during the school year. On non-school days all

program participants will have one (1) healthy snack and lunch. During the summer session, one (1) healthy snack and lunch shall be provided to each youth daily via a partnership with the Department of Education's Summer Food Service Program.

6. Cultural Arts and Enrichment Activities

Youth shall be provided with opportunities to participate in cultural arts and enrichment activities, including music, visual arts, drama, dance, and creative writing. Value-Added funds may be used to provide cultural arts activities at program sites or in the community using teaching artists and/or cultural arts educators currently listed in the Broward County Arts in Education Directory. Youth may also attend cultural arts field trips to plays, libraries, museums, live musical concerts, etc., to introduce healthy leisure time alternatives while providing cultural enrichment. Pro-social recreational activities may also be offered to allow youth opportunities for positive peer interactions. However, there needs to be a balance between cultural arts and recreational Value-Added offerings so that youth are able to explore a variety of positive leisure choices.

7. **Career Exploration Activities**—The Provider shall utilize the Center for Work Ethic Development's evidence based *Bring your "A" Game to Work* curriculum to expose youth to a variety of career options and learn basic employability skills, such as working in groups, problem-solving, communication skills, utilizing technology appropriately and financial literacy. Workshops, field trips, guest speakers, career assessments and other related activities shall be offered weekly throughout the year to promote 21st Century workplace skills. The Provider shall utilize partnerships with BSO Fire, BSO Police, the local hospital system, colleges, and universities to provide opportunities for career exploration that shall include recruitment fairs, guest speakers, college tours, and CPR/First-Aid Certification for each youth.

8. Additional Youth Development Activities

The Provider shall provide engaging and holistic services targeting at-risk adolescents utilizing the following additional youth development activities:

- Youth participants and program staff shall participate in training on serving Lesbian, Gay, Bi-sexual, Transgender, and Questioning (LGBTQ) youth, who are considered an underserved, sometimes invisible population.
- The Provider shall participate in Choose Peace/Stop Violence projects related to anti-bullying themes that may be offered throughout the year. Additionally, the *Class Meetings that Matter* and *Too Good for Violence* curricula shall be used during group sessions held afterschool, on early release and/or non-school days in order to establish a positive peer dynamic that will minimize incidents of bullying behavior throughout the year.

- B. Target populations for Youth FORCE programs are middle school students with two (2) or more of the following documented risk factors:

1. Significant school adjustment issues, including one or more of the following:
 - a) Attendance issues, truancy

- b) Suspension and/or expulsion
- c) Alternative school placements
- d) Failing grades, performing below grade level
- e) School dropout
- f) Documented disability that effects learning
- g) English Language Learners (ELL)
- 2. Significant delinquency issues, such as:
 - a) Family members, including siblings, involved in the juvenile or adult criminal justice systems
 - b) Prior history of law violations, placement in a delinquency diversion program or on probation
 - c) Frequent association with peers who are delinquent or gang-involved
- 3. Family history of abuse or neglect, involvement in the dependency system, including out-of-home placements (e.g., shelter, foster care)
- 4. Low-income, as evidenced by eligibility for public assistance (e.g., Free/Reduced Lunch, TANF, food stamps)
- 5. Residence in a high crime neighborhood
- 6. History of substance abuse or other behavioral health issues, excluding youth in need of intensive substance abuse and/or mental health interventions or treatment
 - a) Trauma exposed
 - b) Toxic stress
- 7. LGBTQ youth who are struggling with issues related to sexual orientation, gender identity and gender expression.

Exclusions: Children who are participating in any 21st Century Community Learning Center program cannot be **dually enrolled** in any CSC Youth FORCE program occurring during the same time period. This includes school year and summer.

C. Service Delivery

Core Services

Program Services shall be provided to address the specific needs of clients. They shall include:

YOUTH FORCE MANDATORY SERVICE COMPONENTS
Individualized Assessment & Service Strategy Development - All youth shall be assessed for risk and protective factors, and participants identified with high risk factors for mental health issues shall receive mental health assessments. Case managers shall review assessment information and work with each youth to create appropriate program goals with specific strategies and action steps to overcome obstacles.

Case Management/Connecting Activities - The triage approach to case management shall be utilized, providing each youth with an appropriate level of services and supports, including service coordination for youth involved with other systems of care, such as the dependency or juvenile justice systems. Youth shall also receive counseling services appropriate to their level of need, which may include informal counseling or therapeutic counseling, provided either in-house or through referral to an appropriate agency.

Academic Services & Supports - Year-round academic services shall be offered for a minimum of one (1) hour each day, which shall include assessment, instruction and remediation. Afterschool academic services shall ensure homework completion, and summer academics focusing on enrichment shall be offered for eight (8) weeks during the summer. Hands-on and project-based learning activities focusing on Science, Technology, Engineering, Arts, and Math (STEAM) are encouraged to engage youth and promote higher level learning skills. Program staff shall also provide academic advocacy to help youth succeed in school.

The Teen Outreach Program® (TOP) - Weekly TOP® group sessions shall be offered for a minimum of one (1) hour each week for 25 weeks over a 9-month period using the evidence-based Wyman *Changing Scenes*™ curriculum. Implementation of this model shall also ensure that each youth participates in 20 hours of community service learning activities. All TOP® group sessions must be conducted by certified facilitators; CSC shall provide the required certification training at no charge to the provider.

Nutrition & Fitness Activities - Programs shall provide weekly fitness activities and nutrition education in a fun, effective and inclusive manner to promote a healthy lifestyle. USDA resources shall be utilized to provide healthy snacks and supper, as appropriate.

Cultural Arts and Enrichment Activities - Youth shall be connected with cultural arts and enrichment activities, including the visual arts, music, literature, social studies and science, as well as opportunities for pro-social recreational activities. Field trips, guest speakers, instructional lessons, and student productions shall be offered.

Career Exploration Activities - Youth shall be exposed to a variety of career options and learn basic employability skills, such as working in groups, problem-solving, communication skills, utilizing technology appropriately and financial literacy. Workshops, field trips, guest speakers, career assessments and other related activities shall be offered weekly throughout the year to promote 21st Century workplace skills.

Additional Youth Development Activities – Youth participants and program staff shall participate in training on serving Lesbian, Gay, Bi-sexual, Transgender, and Questioning (LGBTQ) youth, who are considered an underserved, sometimes invisible population.

The Provider shall participate in Choose Peace/Stop Violence projects, and utilize the *Class Meetings that Matter* and *Too Good for Violence* curricula during group sessions in order to establish a positive peer dynamic that will minimize incidents of bullying behavior throughout the year.

D. Service Locations:

The Provider shall provide program services at the following locations:

Number of youth to be served	Site/School Name	Street Address	City	Zip Code
50	Mary Saunders Park	4750 SW 21 st Street	West Park	33023

PROVIDER shall provide the COUNCIL a copy of the agreement for the use of space from the site location owner to the PROVIDER authorizing use of the site for the program. PROVIDER shall notify the COUNCIL in writing of scheduling or site changes within three (3) days. Site changes are subject to COUNCIL approval.

E. Dates/Days/Hours of Operation:

The Provider shall operate the year round youth development program from **October 1, 2016, through September 30, 2017**, Monday through Friday, on all school days (inclusive of early release days, school holidays, and teacher planning days) in accordance with the School Board of Broward County's official school calendar. Daily hours of operation shall be from 2:30 p.m. through 6:30 p.m. On early release days, the hours of operation shall be extended to ensure that youth are served immediately upon their release from school. During school holidays and teacher planning days, the hours of operation shall be from 8:00 a.m. until 6:00 p.m. During the 8-week summer component, the hours of operation shall be 8:00 a.m. to 6:00 p.m., Monday through Friday.

Additionally, special program activities and events may take place on evenings and Saturdays as needed.

Program Schedule of Activities:

The Provider shall provide after-school/non-school hours program services for each site according to the after school Program Schedules, as indicated in **Exhibit B**.

II. Staff Qualifications

Staff positions, qualifications and duties shall be as follows:

# of staff	Position	Education	Experience	Duties	% of Time Devoted to Position	Position Control Code
1 FT YR	Program Supervisor	Bachelor's Degree	Minimum 1 year experience in social services and youth program activities	Direct program development, planning, organization and implementation; provide quality assurance, data	100 %	DS/Pf/Oth

# of staff	Position	Education	Experience	Duties	% of Time Devoted to Position	Position Control Code
				integrity and attainment of performance measures; supervise daily youth activities, including signing in and out; train, supervise, evaluate and report on staff performance; coordinate and supervise vendors.		
1 PT	Case Manager	Bachelor's Degree	Minimum of 1 year experience in social services.	Provide management services including intake & assessment, service planning, informal counseling, and connecting activities	100 %	DS/Pf/Csm
2 PT YR	Recreation Aide	High School Diploma, GED or AA; BA or BS Preferred	Six or more months experience working with youth.	Daily supervision of youth; facilitate activities and ensure youth participation	100%	DS/P/Coun
1 PT YR	Recreation Aide 2	High School Diploma / GED	Six or more months experience working with youth.	Assist staff with daily supervision of youth, facilitation of activities, and preparation of materials	100%	DS/P/Coun
2 PT YR	Certified Teachers	State of Florida Teacher Certification	Minimum of 1 year teaching experience	Deliver the <i>Moving with Math & Kidz Lit</i> curricula; provide remediation; conduct academic assessment and goal setting	100%	DS/Pf/Tch
3 PT SO	Summer Camp Counselors	High School Diploma or GED	Six or more months experience working with youth	Daily supervision of youth; facilitate activities and ensure youth participation	100%	DS/P/Coun

# of staff	Position	Education	Experience	Duties	% of Time Devoted to Position	Position Control Code
1 PT YR	Data Processor	High School Diploma or GED	Computer literate with knowledge of MS Word and Excel. Knowledge of the Internet	Maintain internal controls for attendance, youth files, test data, scoring for participants; meet deadlines for outcomes reports to be submitted to CSC	100%	AS

This staffing chart and the aligned proposed budget are the basis for the Unit of Service cost in this contract. Any staffing pattern changes, differences in the corresponding salary/benefit costs or prolonged vacancies must be reported to your CSC Program Manager in a timely manner. Your contract and/or budget may be adjusted if there are significant divergences from the proposed staffing pattern.

III. General Operating Information

A minimum of **50** unduplicated youth shall be served annually. It is anticipated that a significant number of youth will participate year-round throughout the contract period.

A. Partnership Recognition

The Provider shall make a concerted effort to promote the CSC and the Provider as partners for these program services in accordance with CSC guidelines on "How to Acknowledge CSC Funding" with prominent Provider and CSC logo displays on all funded program materials, on websites and other electronic venues, in Annual Reports, newsletters, etc. and at related events, etc. Program staff shall be fully aware of the partnership and able to articulate that their program is supported and funded by CSC.

B. Background Screening/Licensing

All staff working in the program must comply with **Level 2 background screening** and fingerprinting requirements in accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes and Broward County background screening requirements, as applicable. The program must maintain staff personnel files which reflect that a screening result was received and reviewed to determine employment eligibility prior to employment. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

An **Attestation or Affidavit of Good Moral Character**, as applicable, must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children.

School based programs must follow all screening requirements as required by the School Board of Broward County.

C. SAMIS Data Integrity:

The Provider shall make every effort to maintain SAMIS data integrity. Maintenance of data integrity shall include information in the Case Data Gatherer (CDG), Fiscal Module, and Performance Measure (PM) modules.

Performance Measure (PM) Application: In the SAMIS PM module, each participant shall be attached to the appropriate PM service component. Test results for each participant shall be entered through the PM service component.

Closing Cases: All cases must be closed in both the CDG and in the PM components of SAMIS upon the conclusion of services, with the appropriate termination reason. If a contract is terminating early, or if a contract is sunsetting, any remaining active cases shall be closed, with the effective date being no later than the last date on which the contract is active.

Reopening Cases: In the event that a child leaves the program and comes back at a later date, the Provider shall reopen the old case. Under no circumstances shall the child be reopened as a new case.

D. Student Identification Numbers

To more effectively measure the effectiveness of programs, the CSC collects Student Identification Numbers in SAMIS. When enrolling school-age children for CSC-funded programs, Providers should request Student Identification Numbers for entry into SAMIS. If the Student Identification Number is unavailable or unknown, Providers should note this on the child's registration/intake form and enter the appropriate pseudo Student Identification Number into SAMIS.

IV. Units of Service

A. The Units of Service are defined as follows:

▪ Afterschool Unit (invoice type #9220)

One (1) unit of afterschool youth development service is defined as a minimum of two (2) hours and a maximum of six (6) hours per youth per day of afterschool youth development activities on regular school days or on days of early dismissal. Attendance of each participant must be timed in and out in writing each day. Sub-units are allowed for partial attendance of one (1) hour or more at a sub-unit rate of 50%. **In SAMIS, this Unit of Service (UOS) shall be attached to the Target Participant.**

▪ Non-School Day Unit (invoice type #9221)

One (1) unit of non-school day youth development service is defined as six (6) or more hours per youth per day of youth development activities occurring on non-school days during the school year, and on weekends or evenings year-round. Attendance of each participant must be timed in and out in writing each day. Sub-units are allowed for partial attendance of three (3) or more hours at a sub-unit rate of 50%. **In SAMIS, this Unit of Service (UOS) shall be attached to the Target Participant.**

▪ Individual Youth Development (invoice type #9232)

One (1) unit of individual youth development service is defined as one (1) hour of positive youth development, case management and/or counseling activities per youth per hour delivered by Bachelor level staff and documented in individual case files. Positive youth development activities may include goal and skill development, individualized education and employment-related services, personal and social development, independent living and life skills training, leadership development, guidance and counseling, and support services. Case management services include face-to-face, phone and/or mail contacts with the client, family member, school official, other service provider or mentor at home, school, office, or other site for the purpose of assessing, planning, supervising and monitoring youth's behavior, as well as linking youth with appropriate community resources. Sub-units may also be billed in quarter (.25) increments. **In SAMIS, this Unit of Service (UOS) shall be attached to the Target Participant.**

B. The maximum number of units to be provided under this contract is as follows:

FY 16/17

October 1, 2016, through September 30, 2017

7126.1723 (190 afterschool days x 50 youth x 75% attendance rate) Units of Afterschool Unit services (invoice type #9220) at \$15.78 not to exceed \$112,451.00.

1724.9143 (39 summer + 7 non-school days x 50 youth x 75% attendance rate) Units of Non-School Day Unit services (invoice type #9221) at \$32.11 not to exceed \$55,387.00.

150.0000 Units of Individual Youth Development services (invoice type #9232) at \$50.00 not to exceed \$7,500.00.

Total for all units of service for **FY 16/17** not to exceed: **\$175,338.00**.

*Note that extended decimal places are necessary to account for partial units and ensure accuracy of dollar calculations.

V. Method of Payment

A. **Unit Costs:** Client services provided under this contract will be paid as units of service at the rates and maximum amounts as defined above in Section IV, B. Only unit costs incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for units of service shall not exceed **\$175,338.00**.

B. **Flex Funds (#8010):** Flex fund expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable flex fund expenditures in accordance with CSC Provider Guidelines and the approved flex fund budget and flex fund narrative, hereby incorporated by reference. Only flex fund expenditures incurred on or after the contract effective date and or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for

flex fund expenditures shall not exceed \$1,000.00.

- C. **Value Added (#8020)**: Value added expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable value added expenditures in accordance with CSC Provider Guidelines and the approved value added budget and value added budget narrative, hereby incorporated by reference. Only value added expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for value added expenditures shall not exceed \$6,617.00.
- D. **Client Transportation (#8030)**: Client Transportation expenditures shall be on a cost reimbursement basis. The CSC will pay the PROVIDER for allowable client transportation in accordance with CSC Provider Guidelines and the approved client transportation budget and client transportation budget narrative, hereby incorporated by reference. Only client transportation expenditures incurred on or after the contract effective date and on or prior to the termination date of the contract are eligible for payment. The total maximum amount to be paid under this contract for client transportation expenditures shall not exceed \$17,045.00.
- E. **Match**: The PROVIDER agrees to match the dollar amount awarded by the CSC to the PROVIDER in an amount equal to the total approved match amount or the higher amount so specified in the Proposal. The match may be provided in the form of cash or in-kind contributions, in accordance with the approved budget, hereby incorporated by reference. In-kind contributions may only include a portion of staff salaries, volunteers, equipment, space and other in-kind contributions as agreed to in writing by the CSC. The PROVIDER shall provide proof of the match on or before the due date of the invoice(s). To the extent that the PROVIDER fails to provide such proof, then that amount shall be deducted from any amounts due and owing by the CSC to the PROVIDER under this contract or any other contracts between the parties. The total amount of Match to be applied to this Scope of Work shall be a minimum 5% of the total reimbursed contract amount through the end of the contract term in accordance with the approved line item budget, hereby incorporated by reference.
- F. **Statistical Demographic Report**: The PROVIDER agrees to maintain complete and accurate data and support data quality assurance mechanisms. Failure to implement these measures may impact future funding.

VI. PERFORMANCE MEASURES

The PROVIDER will be required to submit client performance measure data, in the SAMIS Performance Measure (PM) Module, within the time frames specified by the CSC. The PROVIDER shall also report any barriers experienced in performance measure achievement, as required. The report should also include any noteworthy activities that have occurred during the term of this Agreement, as requested. PROVIDERS will use the CSC Data Quality Assurance Report to ensure administration points are completed and service components are attached.

DESIRED RESULT: *Youth will succeed in school.*

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	% of contracted youth actually served	95%	SAMIS Data	Analyzed on a Semester Schedule
	% of funded allocation utilized	95%	SAMIS Data	Analyzed on a Semester Schedule
How Well Did We Do It?	Program Services Monitoring	Meets Expectations	Monitoring and Site Visits	Annually
	% of participants fully measured	75%	SAMIS Data	Annually
	% of successful youth engagement	75%	SAMIS Data	Annually
	Data Integrity	95%	SAMIS Data Quality Assurance Report	Analyzed on a Trimester Schedule
Is Anybody Better Off?	% of youth who demonstrated gains in Youth Development competencies.	70%	The Positive Youth Development Inventory (PYDI)	Analyzed on a Semester Schedule
	% of youth who attended school regularly.	95%	Student report cards or CSC data analysis	Analyzed on a Semester Schedule

% of youth promoted to the next grade.	95%	Student report cards or CSC data analysis	Annually
% of youth who did not obtain any new law violations during the program.	95%	Face sheets retrieved from the Juvenile Justice Information System (JJIS)	Analyzed on a Semester Schedule
% of female participants that did not become pregnant and male participants that did not cause a pregnancy.	100%	Youth Survey Performance Measurement Tool	Analyzed on a Semester Schedule
% of youth who reported no alcohol or drug use.	100%	Youth Survey Performance Measurement Tool	Analyzed on a Semester Schedule
% of youth who successfully completed program and did not obtain any law violations 6 and 12 months after program completion.	95%	Face sheets retrieved from the Juvenile Justice Information System (JJIS)	6 and 12 months post program completion

EXHIBIT B

Sample Schedule of Activities

Afterschool 2016-17 School Year:

Group "A"	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2:30 PM 3:15 PM	Transport / Arrival to Mary Saunders Park	Transport / Arrival to Mary Saunders Park	Transport / Arrival to Mary Saunders Park	Transport / Arrival to Mary Saunders Park	Transport / Arrival to Mary Saunders Park
3:15 PM 3:30 PM	Snacks/Reading Main Hall	Snacks/Reading Main Hall	Snacks/Social Skills Main Hall	BSO Fire/ Police Chats /Snacks Main Hall	Snacks/Reading Main Hall
3:30 PM 4:00 PM	Arts & Crafts Program Room	Nutrition Game Room	Spark 1 Fields/Basketball all Courts	Computer Lab	Field Trip to Library
4:00 PM 5:00 PM	Homework Assistance Hall-Classroom # 1	Homework Assistance Hall-Classroom # 1	Homework Assistance Hall-Classroom # 1	Homework Assistance Hall- Classroom # 1	
5:00 PM 5:30 PM	Spark 1 Fields/Basketball Courts	TOP/ Social Skills Main Hall	Career Exploration Main Hall	Moving with Math Program Room	Homework Hall-Classroom # 1
5:30 PM 6:00 PM	Zula's Science Main Hall			Kidz Lit Programming Program Room	Spark 1 Fields/Basketball Courts
6:00 PM 6:30 PM	Social Skills Main Hall	Spark 1 Fields/Basketball Courts	Cultural Arts Main Hall	Spark 1 Fields/Basketball all Courts	Free Play / Dismissal Main Hall

Group "B"	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3:30-4:15 PM	Transport / Arrival to Mary Saunders Park	Transport / Arrival to Mary Saunders Park			
4:15-4:30 PM	Social Skills/Snacks Main Hall	Reading/Snacks Main Hall	KidzLit/Snacks Main Hall	BSO Fire or Police Chat Session/Snacks Main Hall	Reading /Snacks Main Hall
4:30-4:45 PM	Homework Assistance	Homework Assistance	Homework Assistance	Homework Assistance	Homework / Reading
4:45-5:00 PM	Hall-Classroom # 1	Hall-Classroom # 1	Hall-Classroom # 1	Hall-Classroom # 1	Hall-Classroom # 1
5:00-5:30 PM	Career Exploration Main Hall	Nutrition Game Room	TOP/ Social Skills Main Hall	Zula's Science Main Hall	Field Trip to Library
5:30-6:00 PM		Moving with Math Program Room		Spark 1 Fields/Basketball Courts	Computer Lab
6:00-6:30 PM	Arts & Crafts Program Room	Spark 1 Fields/Basketball Courts	Cultural Arts Main Hall	Social Skills Main Hall	Spark 1 Fields/Basketball Courts

Summer 2017:

6 TH GRADE BOYS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00-8:30 AM	Game Play	Game Play	Game Play	Game Play	Game Play
8:30-9:00 AM	Breakfast/ Attendance	Breakfast /Attendance	Breakfast/ Attendance	Breakfast /Attendance	Breakfast /Attendance
9:00-9:30 AM	Math	Math	Math	Math	Social Skills
9:30-10:00 AM	Language Arts / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Social Skills
10:00-10:30 AM	Reading	Reading	Reading	Reading	Spark 1
10:30-11:30 AM	Spark 1 - Swimming	Spark 1 - Swimming	Spark 1 - Swimming	Spark 1 - Swimming	Spark 2 - Swimming
11:30-12:30 AM	Lunch	Lunch	Lunch	Lunch	Lunch / Field Trip @ MSP
AFTERNOON					
1:00-1:30 PM	Social Skills	Science	Field Trip to Library	Science	Field Trip @ MSP
1:30-2:00 PM	Spark 2	Spark 2	Spark 2	Spark 2	Field Trip @ MSP
2:00-2:30 PM	Snacks	Snacks	Snacks	BSO Fire or Police Chat Session /Snacks	Field Trip @ MSP
2:30-3:00 PM	Nutrition	Spark 3 - Jump rope	Nutrition	Spark 3 – Jump rope	Snacks / Field Trip @ MSP
3:00-3:30 PM	Arts & Crafts	Social Skills	Arts & Crafts	Social Skills	Field Trip @ MSP
3:30 - 4:00 PM	Arts & Crafts	Social Skills	Arts & Crafts	Social Skills	Field Trip @ MSP
4:00-4:30 PM	TOP - Community Service Learning Project	Cultural Arts	TOP - Community Service Learning Project	Cultural Arts	Spark 3
4:30-5:00 PM	Free Play	Computer Lab	Free Play	Computer Lab	Free Play
5:00-6:00 PM	Open Games / Dismissal	Open Games / Dismissal	Open Games / Dismissal	P.P.'s Teen Time Program	Open Games / Dismissal

6 TH GRADE GIRLS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00-8:30 AM	Game Play	Game Play	Game Play	Game Play	Game Play
8:30-9:00 AM	Breakfast/ Attendance	Breakfast/ Attendance	Breakfast/ Attendance	Breakfast/ Attendance	Breakfast/ Attendance
9:00-9:30 AM	Math	Math	Math	Math	Community Service Learning Project
9:45-10:30 AM	Language Arts / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Spark 1
10:30-11:15 AM	Spark 1	Spark 1	Spark 1	Spark 1	Social Skills
11:15 AM- 12:00 PM	Lunch	Lunch	Lunch	Lunch	Lunch
12:00-12:30 PM	Reading	Reading	Reading	Reading	Reading
12:30-1:00 PM	Spark 2	Spark 2	Spark 2	Spark 2	Field Trip @ MSP
AFTERNOON					
1:00-1:30 PM	TOP - Community Service Learning Project	Spark 3	TOP - Community Service Learning Project	Spark 3	Field Trip @ MSP
1:30-2:00 PM	Arts & Crafts	Arts & Crafts	Arts & Crafts	Arts & Crafts	Field Trip @ MSP
2:00-2:30 PM	Social Skills	Science	Field Trip to Library	Science	Field Trip @ MSP
2:30-3:00 PM	Social Skills	Science		Science	Field Trip @ MSP
3:00-3:30 PM	Snacks	Snacks	Snacks	BSO Fire or Police Chat Session/Snacks	Snacks / Field Trip @ MSP
3:30 - 4:00 PM	Nutrition	Spark 3 – Jump rope	Nutrition	Spark 3 – Jump rope	Field Trip @ MSP
4:00-4:30 PM	Reading	Reading	Reading	Reading	Reading
4:30-5:00 PM	Computer Lab	Cultural Arts	Social Skills	Cultural Arts	Computer Lab
5:00-6:00 PM	P.P.'s Teen Time Program	Open Games / Dismissal	Social Skills	Open Games / Dismissal	Open Games / Dismissal

7 TH GRADE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00-8:30 AM	Game Play	Game Play	Game Play	Game Play	Game Play
8:30-9:00 AM	Breakfast/ Attendance	Breakfast/ Attendance	Breakfast /Attendance	Breakfast/ Attendance	Breakfast/ Attendance
9:00-9:45 AM	Math	Math	Math	Math	Spark 1
9:45-10:30 AM	Spark 1	Spark 1	Spark 1	Spark 1	Social Skills
10:30-11:15 AM	Language Arts / KidzLit	Language Arts / KidzLit / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Community Service Learning Project
11:15-12:00 AM	Spark 2	Spark 2	Spark 2	Spark 2	Reading
12:00-12:30 AM	Reading	Reading	Reading	Reading	Spark 2
12:30-1:00 AM	Lunch	Lunch	Lunch	Lunch	Lunch
AFTERNOON					
1:00-1:30 PM	Arts & Crafts	Arts & Crafts	Arts & Crafts	Arts & Crafts	Field Trip @ MSP
1:30-2:00 PM	TOP - Community Service Learning Project	Cultural Arts	TOP - Community Service Learning Project	Cultural Arts	Field Trip @ MSP
2:00-2:30 PM	Nutrition	Spark 3 – Jump rope	Nutrition	Spark 3 – Jump rope	Snacks / Field Trip @ MSP
2:30-3:00 PM	Snacks	Snacks	Snacks	BSO Fire or Police Chat Session/Snacks	Field Trip @ MSP
3:00-3:30 PM	Social Skills	Science	Field Trip to Library	Science	Field Trip @ MSP
3:30 - 4:00 PM	Social Skills	Science		Science	Field Trip @ MSP
4:00-4:30 PM	Reading	Reading	Reading	Reading	Spark 3
4:30-5:00 PM	Career Exploration	Social Skills	Computer Lab	Computer Lab	Free Play
5:00-6:00 PM		Social Skills	P.P.'s Teen Time Program	Open Games / Dismissal	Open Games / Dismissal

8 TH GRADE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:00-8:30 AM	Game Play	Game Play	Game Play	Game Play	Game Play
8:30-9:00 AM	Breakfast /Attendance	Breakfast/ Attendance	Breakfast /Attendance	Breakfast /Attendance	Breakfast/ Attendance
9:00-9:45 AM	Language Arts / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Language Arts / KidzLit	Social Skills
9:45-10:30 AM	Math	Math	Math	Math	Community Service Learning Project
10:30-11:15 AM	Spark 1	Spark 1	Spark 1	Spark 1	Reading
11:15 AM-12:00 PM	Reading	Reading	Reading	Reading	Spark
12:00-12:30 PM	Spark 2	Spark 2	Spark 2	Spark 2	Spark
12:30-1:00 PM	Lunch	Lunch	Lunch	Lunch	Lunch
AFTERNOON					
1:00-1:30 PM	Career Exploration	Social Skills	Social Skills	Social Skills	Field Trip @ MSP
1:30-2:00 PM		Computer Lab	Social Skills	Computer Lab	Field Trip @ MSP
2:00-2:30 PM	Arts & Crafts	Arts & Crafts	Arts & Crafts	Arts & Crafts	Field Trip @ MSP
2:30-3:00 PM	Snacks	Snacks	Snacks	BSO Fire or Police Chat Session/Snacks	Snacks / Field Trip @ MSP
3:00-3:30 PM	Nutrition	Spark 4 – Jump rope	Nutrition	Spark 4 – Jump rope	Field Trip @ MSP
3:30 - 4:00 PM	TOP - Community Service Learning Project	Cultural Arts	TOP - Community Service Learning Project	Cultural Arts	Field Trip @ MSP
4:00-4:30 PM	Social Skills	Science	Field Trip to Library	Science	Field Trip @ MSP
4:30-5:00 PM	Social Skills	Science		Science	Free Play
5:00-6:00 PM	Open Games / Dismissal	P.P.'s Teen Time Program	Open Games / Dismissal	Open Games / Dismissal	Open Games / Dismissal

