MOTIONS

M-1	24-0306	Motion Approving Event Agreements and Related Road Closures for
		Heal the Planet Day, Vegan Block Party and NOBE Sunday Block
		Party - (Commission Districts 1 and 2)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

M-2 24-0244 Motion Approving an Agreement for Landscape and Pressure
Washing Services for all City Parking Lots and Garages - SFM
Landscape Services, LLC - \$2,123,016.30 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

M-3 24-0252 Motion Approving a Construction Agreement for Commercial Boulevard Parking Improvements - Sagaris Corp. - \$2,936,160 - (Commission District 1)

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

RESOLUTIONS

R-1 24-0315 Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

R-2 24-0253 Resolution Approving Acceptance of Grant Funds in the amount of \$704,836 from the Florida Department of Education - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

#24-0253

TO:

Honorable Mayor & Members of the

Fort Lauderdale City Commission

FROM:

Greg Chavarria, City Manager

DATE:

March 5, 2024

TITLE:

Motion Accepting Grant Funds from the Florida Department of Education

in the amount of \$704,836 - (Commission Districts 1, 2, 3 and 4)

Recommendation

Staff recommends that the City Commission approve the acceptance of grant funds from the State of Florida Department of Education in the amount of \$704,836; and authorize the City Manager to execute any documents needed to accept the funds and execute the program.

Background

During the 2024 Legislative Session, the City of Fort Lauderdale requested a state appropriation for the Education Enrichment Program in the amount of \$704,836. This request was included in the FY2024 State Budget.

Elevating its role in education, the city hosted learning pods while schools were shuttered and has continued to expand academic enrichment offerings through summer and after-school programs since the pandemic. An academic summer program was piloted using CARES Act funding in the summers of 2021, 2022 and 2023, in which more than 2,000 children and youth benefited from instruction by certified teachers through the City's summer camps, resulting in participants mastering three or more reading and math skills.

Funding builds on the success of the City's summer academic program and expands services to include after-school enrichment, workforce exploration and citizenship development.

Resource Impact

There is a positive fiscal impact to the city in the amount of \$704,836 which will allow for project implementation in FY 2024 and expanded services to include after school enrichment, workforce exploration and citizenship development. This item is contingent upon the approval of the Consolidated Budget Amendment CAM 24-0036.

Source:

Funds available as of Fe	ebruary 15, 2024				
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-572- 334-900-24GENRICH	FY24 Education Enrichment Program	Intergovernmental Revenue/ State Grant - Other	\$0	\$0	\$704,836
			тота	L AMOUNT ▶	\$704,836

Use:

ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
10-129-9300-572-10- 1107-24GENRICH	FY24 Education Enrichment Program	Salaries & Wages/ Part Time Salaries	\$0	\$0	\$403,514
10-129-9300-572-30- 3199-24GENRICH	FY24 Education Enrichment Program	Services/ Materials/ Other Professional Services	\$0	\$0	\$206,386
10-129-9300-572-30- 3907-24GENRICH	FY24 Education Enrichment Program	Services/ Materials/ Data Processing Supplies	\$0	\$0	\$32,500
10-129-9300-572-30- 3628-24GENRICH	FY24 Education Enrichment Program	Services/ Materials/ Telephone/ Cable TV	\$0	\$0	\$20,000
10-129-9300-572-30- 3999-24GENRICH	FY24 Education Enrichment Program	Services/ Materials/ Other Supplies	\$0	\$0	\$42,436
PURCHASE TOTAL ►					

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community
- Objective: Offer a diverse range of recreational and educational programming.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community.

Attachment

Exhibit 1 – Florida Department of Education Request for Application Exhibit 2 – City of Fort Lauderdale Application, Education Enrichment Program

Prepared by: Daphnee Sainvil, Public Affairs Division Manager

Charter Officer: Greg Chavarria, City Manager

Florida Department of Education Project Award Notification

	Project A	wa	rd Notification		
1	PROJECT RECIPIENT	2	PROJECT NUMBER		
	City of Fort Lauderdale		85N-94730-4Q001		
3	PROJECT/PROGRAM TITLE	4	AUTHORITY	C1	A
	Fort Lauderdale Education Enrichment Program		CSFA # 48.040 LI 100 2023 USDE or Appropriate Agen		Appropriations Act
	TAPS 24A337		OSDE of Appropriate Agen	cy	
5	AMENDMENT INFORMATION	6	PROJECT PERIODS		
	Amendment Number:				
	Type of Amendment:		Budget Period: 07/01/2023 -		
_	Effective Date:	0	Program Period:07/01/2023 -		24
7	AUTHORIZED FUNDING	8	REIMBURSEMENT OPTIC	UN	
	Current Approved Budget: \$691,157.92 Amendment Amount:		Advance Payment		
	Estimated Roll Forward:				
	Certified Roll Amount:				
	Total Project Amount: \$691,157.92				
9	TIMELINES				
	 Last date for incurring expenditures and issuing 	pur	chase orders:		06/30/2024
	 Date that all obligations are to be liquidated and 		B	ed:	08/20/2024
	 Last date for receipt of proposed budget and pro 				<u>05/30/2024</u>
	 Refund date of unexpended funds; mail to DOE 			,	
	944 Turlington Building, Tallahassee, Florida 32	2399			
10	DOE CONTACTS		Comptroller Office		EYC3YWKM3H25
	Program: Tiffany Chandler Phone: (850) 245-0679		Phone: (850) 245-0401	FEIN#:	F596000319005
	Email: Tiffany.Chandler@fldoe.org				
	Grants Management: Unit A (850) 245-0735				
11	TERMS AND SPECIAL CONDITIONS				
0	This project and any amendments are subject to the pro	cedi	ares outlined in the Project Applica	tion and A	mendment Procedures
	for Federal and State Programs (Green Book) and the C	jene	ral Assurances for Participation in	Federal ar	d State Programs and
	the terms and requirements of the Request for Proposal	or r	Request for Application, RFF/RFA,	, nereby in	corporated by reference.
	Any unexpended general revenue funds must be returned expenditure report. The check must clearly identify the				
	In the event that the Governor and Cabinet are required	to i	mpose a mandatory reserve on the	current ye	ar appropriation, this
	Agreement shall be amended to place in reserve the am	ount	determined by the Department of	Education	to be necessary
	because of the mandatory reserve in the appropriation. All provisions not in conflict with any amendment(s) as	re sti	II in full force and effect and are to	ha narfor	mad at the level
•	specified in the project award notification.		in this force and effect and are to	oc perior	inca at the level
	The Department's approval of this contract/grant does n	iot e	xcuse compliance with any law.		
•	Other:				
12	APPROVED:				
	Andria G. Cole	5.	14.24	7	EDUCATION
	Authorized Official on behalf of the	D	ate of Signing		1005.0tg
	Commissioner of Education				

DOE-200 Revised 07/15

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to:		Program Name:	DOE US	SE ONLY			
Finite Books of Fit and a	FORT	LAUDERDALE EDUCATION	Date Received				
Florida Department of Education Office of Grants Management		ENRICHMENT	Date Received				
Room 332 Turlington Building							
325 West Gaines Street							
Tallahassee, Florida 32399-0400	ТА	PS NUMBER: 24A337	1.26.24				
Telephone: (850) 245-0735	I A	rs number: 24A331					
D) Name o	nd Addusm st	Plathia Applicants					
	OF FORT L	Eligible Applicant:	Duniant Number	(DOE Assigned)			
		T LAUDERDALE, FL 33301	-	1 to			
	•		85N-94730-4Q001	i .			
C) Total Funds Requested:		D)					
0, 101-11-11-11-11-11-11-11-11-11-11-11-11-		Applicant Contact &	Business Informatio)n			
#501.150.03		Contact Name:	Telephone Numbers:				
\$691,157.92		DAPHNEE SAINVIL	954-828-6075				
		Fiscal Contact Name:	70.000000				
DOE USE ONLY		DAPHNEE SAINVIL					
		Mailing Address:	E-mail Addresses:				
Total Approved Project:		100 N. ANDREWS AVENUE,	DSAINVIL@FORTLA	UDERDALE.GOV			
\$691,157.92		FORT LAUDERDALE, FL 33301					
W071,137.72							
		Physical/Facility Address: 101 NE 3 RD AVENUE, SUITE 1430	UEI number: EYC3Y	WKM3H25			
		FORT LAUDERDALE, FL 33301	FEIN number:				
The second secon	***************************************	ORT EAUDERDALE, FE 33301	1 MIT MAINUTE				
		CERTIFICATION					
l, GREG CHAVARRIA		(Plages Type No	emal as the official v	who is authorized to			
legally bind the agency/organiza	ation, do here	by certify to the best of my knowledge	and helief that all	the information and			
attachments submitted in this app	lication are to	rue, complete and accurate, for the purpose	s and objectives set	forth in the RFA or			
RFP and are consistent with the	statement of g	eneral assurances and specific programma	tic assurances for this	nroject I am aware			
that any false, fictitious or fraudu	lent informati	on or the omission of any material fact may	subject me to crimir	al or administrative			
penalties for the false statement	, false claim	or otherwise. Furthermore, all applicab	le statutes, regulation	ns, and procedures:			
administrative and programmatic	requirements	and procedures for fiscal control and mai	intenance of records	will be implemented			
to ensure proper accountability	for the expe	enditure of funds on this project. All	records necessary to	o substantiate these			
requirements will be available for	or review by	appropriate state and federal staff. I fur	ther certify that all e	expenditures will be			
obligated on or after the effective	e date and pr	for to the termination date of the project.	Disbursements will	be reported only as			
appropriate to this project, and wi	ll not be used	for matching funds on this or any special p	roject, where prohibit	ted.			
Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the							
submission of this application.							
Es Suran Grant		-		Jan 4, 2024			
E) Signature of Agency Head		CITY MANAGER		The second second second			
signature of Agency Head		Title		Date			



PAGE 2

SECTION 3. That this Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this 19th day of March, 2024.

Mayor

DEAN J. TRANTALIS

ATTEST:

City Clerk

DAVID Ř. SOLOMAN

APPROVED AS TO FORM AND CORRECTNESS:

_____City Attorney THOMAS J. ANSBRO Dean J. Trantalis

<u>Yea</u>

John C. Herbst

<u>Yea</u>

Steven Glassman

Yea

Pamela Beasley-Pittman

<u>Yea</u>

Warren Sturman

Yea



Fort Lauderdale Education Enrichment Program Application

Bureau/Office

Bureau of Family and Community Outreach

TAPS Number

24A337

Program Name

Fort Lauderdale Education Enrichment Program

Funding Purpose/Priorities

To enrich the summer program and to promote learning continuity through expanded academic services in the City's after school program, which has contributed to closing the learning gap children have experienced. The project intends to build on the success of the City's summer academic program and expand services to include after school enrichment, workforce exploration and citizenship development.

Total Funding Amount

\$704,836

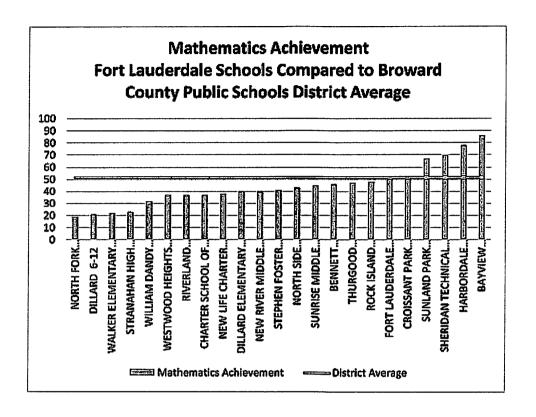
Type of Award

Discretionary Non-Competitive

Budget/Program Performance Period July 1, 2023-June 30, 2024

Target Population(s)

Low-income households



3. Target Population - Participants

- a. The target population to be served, including number of youth, adults, age range and risk factors.
- b. The program serves low-income children and youth, ages 5 to 18, through out-of-school time programs, workforce readiness training, civic education, and paid summer internships.

Program Element	Description	Enrollment
Out-of-School Time Prog	rams	
PLAY Aftercare Program	Tutoring for Kindergarten – 5 th grade students through the city's accredited PLAY (Promoting Lifetime Activities for Youth) aftercare program delivered at 6 locations.	275
TRIP Teen Program	College exploration and support through Teen Recreational Intramural Program (TRIP) delivered at 7 locations.	100

4. School and Instructional Enhancement Programs

Describe the school and instructional enhancement programs including:

a. Program Goals

The program goals are to improve academic performance in reading and math, promote workforce readiness and increase civic engagement among low-income children and youth, ages 5 to 18.

b. Program Description

To promote academic performance in reading and math, the city provides tutoring and academic enrichment through the Parks & Recreation's out-of-school time programs. Certified teachers provide evidence-based instruction and targeted academic support to children and youth ages 5 to 14 enrolled in the city's accredited PLAY afterschool program and summer camps. Field trips are offered throughout the program to apply learning and create awareness of various careers. Additionally, college and career navigation support services are offered to youth ages 14-18 enrolled in the TRIP teen program.

Promoting workforce readiness and civic engagement is an area of targeted focus and expansion in 2023-24. To achieve these goals, the city hosts a two-part career exploration and job readiness workshop series. Workshops offered in the Spring orient youth to jobs across industries and prepare them to apply for summer and part-time jobs. The Summer workshops provide targeted, weekly professional development to a cohort of 63 high school students employed by the city over the summer. Training includes peer collaboration, career-focused field trips and opportunities to earn job-readiness certificates.

To expand youth employment opportunities, the Education Enrichment grant funds summer internship salaries for 30 eligible high school students, increasing the city's paid summer jobs by nearly half.

c. Times and Frequency

Upon the state's approval of the application, the city will execute contracts with specialized academic vendors to begin delivering services, with an expected start date of February. Services will continue through summer of 2024. Please see below for an overview of the frequency of various program components.

Program Element	Time Frame	Frequency
Out-of-School Time Prog	grams	
PLAY Aftercare Tutoring	Tutoring for Kindergarten – 5 th grade students through accredited aftercare program delivered at 6 locations.	2 – 8 hours/per week

Workshop Series - Summer		
Summer Internships	30	5 days per week (30 hours)

e. Program staff:

Title	Description	Credentials
Senior Enrichment Director (1)	Oversees training, quality assurance and reporting for education enrichment and workforce development programs.	Teaching certificate; Management experience
Enrichment Director (2)	Provide ongoing support and monitoring of assigned programs (organized by geography).	Teaching certificate
Administrative aide (1)	Supports data entry and grant compliance.	Data entry experience
Teacher (28)	Provide instruction.	Teaching certificate

f. Staff/volunteer training

All staff participating in the city's accredited PLAY after care program are required to complete 24 hours of childcare licensing training. All summer camp staff are required to complete 10 hours of training on policies and procedures related to safety, working with children with special needs, accident reporting, bullying, conflict resolution and communication. Teachers are required to participate in curriculum training and weekly professional development.

Training: Number of Sessions	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Volunteers: Required				
Volunteers: Optional				
Staff Training/Professional Learning: Required			10 hours	*32 hours
Staff Training/Professional Learning: Optional				

^{*}The administrative aide is not required to participate in the weekly teacher training.

c. A description of the data collection protocols.

Parental consent includes permission to collect and monitor academic data through selected assessment tools. The data are only used for the purpose of improving instruction within the scope of the city's Education Enrichment program and are not shared outside of program staff and parents.

- d. A description of the process to complete an End-of-Year evaluation to assess progress toward achieving the program objectives.
 - Academic assessments, attendance data and qualitative measures collected through surveys and participant testimonials are triangulated to evaluate the learning outcomes and identify opportunities for program enhancements.
- e. A description of the process to review the End-of-Year evaluation results and make program adjustments as needed.

Program staff convene at the conclusion of the program to review data and discuss success factors and challenges. Small group discussions are facilitated with instructional and operational team members to evaluate the program from their distinct vantage points. As a whole group, the instructional and operational teams report the strengths and challenges identified, followed by an action-oriented discussion focused on continuous improvement.

f. A description of how the previous year's evaluation results were used to refine, improve and strengthen this year's program or activities, as applicable.

The program has been refined over the course of three summers. Based on teacher feedback, the city implemented a new curriculum and integrated assessment platform in 2022 and again in 2023 to support targeted instruction and progress monitoring. Additionally, the schedule for education enrichment has been refined to ensure consistent instructional dosage across sites and to optimize the timing of the academic enrichment block. In 2023, the city incorporated career-aligned project-based learning, focused on aviation and supported by experts at the Fort Lauderdale Executive Airport. Participants' interest in aviation themed projects led the city to expand workforce development training this year. Additionally, data and teacher feedback highlighted the need for specialized resources and support for struggling readers in the early primary grades, which is another area of focus for the 2023-24 school year.

7. Support for Reading/Strategic Imperatives

The Education Enrichment program supports the State of Florida's strategic imperatives to increase achievement growth on Florida Assessments and close the achievement gap by providing high-quality out-of-school time academic programs.

Project Performance Accountability Form

Program Name: Fort Lauderdale Education Enrichment Project Number: TAPS 24A337 Reporting Period (Dates): July 1. 2023-June 30.2024

Instructions: Complete the deliverables section for each quarter with information provided from the Tables in the Narrative Section 5. Mentoring/Student Assistance Initiative Program Design. The program manager will complete the Advance amount, and as appropriate work with grantee during the budget and technical review to determine the amount for each financial consequence.

Project Performance and Accountability Chart/Deliverables Form					
Deliverable Due Date	Deliverables (product or service)	Advance	Performance Metric Documentation to Evidence the Completion of Tasks	Financial Consequences	
July 1, 2023 or upon receipt of DOE 200	Implementation delayed, pending state approval of RFA	\$230,385.97	Pending state approval of RFA	No advance; delayed implementation due to pending RFA	
Oct. 31, 2023	Implementation delayed, pending state approval of RFA		Pending state approval of RFA	No advance; delayed implementation due to pending RFA	

Project Performance and Accountability Chart/Deliverables Form						
Deliverable Due Date	Deliverables (product or service)	Advance Performance Metric Documentation t Evidence the Completion of Tasks	Financial Consequences			
January 31, 2024	Action Plan Action plan for Quarter 3 based on approved application.	Action Plan	Advance may not be issued until receipt of the Action Plan.			

	Project Performance	and Accou	ntability Chart/Deliverables Form	
Deliverable Due Date	Deliverables (product or service)	Advance	Performance Metric Documentation to Evidence the Completion of Tasks	Financial Consequences
April 28, 2024	Performance Period: Quarter 3: January 1, 2024 – March 31, 2024	\$230,385.97	Quarterly Program Activity Report (including data and narrative description of	Financial Consequences may be applied as follows:

DOE 900D May 2022

KAMPLE	

SIE Activity/ Service	# of Students or staff/ volunteers	# of Activity/ sessions	Units of Service	following records to support reported activities: - Staff, volunteer or mentor training agendas - Staff, volunteer or mentor training sign-in sheets	design \$600/summer wo \$150/coaching so 1,000/internship
Recruitment- Community Summer Camps	900		NA	Screening/background documentation Participant/student sign-in and/or sign out logs or other attendance tracking system Curriculum/lesson plans	\$1,000/pre-inter workshop \$1,000/post-inte workshop
Recruitment - Specialty Summer Camps	290	Westle 6	NA	The above documentation may be requested by the FDOE or its representatives at any time.	\$100 JA USA Curriculum/stud \$8.95 JA USA p support/student
Teacher Training Recruit	63	Weekly for 9 weeks			\$30 supplies/stu \$68.29 curriculu assessment/stud
Interns Interns			30 hrs/week		\$14 hr/intern \$32.50 hr/teache
Enrichment sessions		4/week for 8 weeks/camp			\$33.15 hr/Enricl Director \$37.68 hr/Senio
Summer Workshop Series & job coaching	63	Weekly for 9 weeks			Director \$21.53 hr/Admin Aide \$40 month/MiFi
					\$1,500/enrichme (academic caper \$3,031 academic

Note: Add additional lines if necessary

		·			
	Purchased Services - Commet with curriculum and assessment vendor to provide evidence-based reading and math curriculum,	Ī			i
	instructional resources and engoing progress monitoring tools.		S 18,876.00	100%	l
	Summer Camp diagnostic & tearning platform: \$18.876 per student x 1,000 students = \$18.876.00.	l		I	I
310Account: 3199					
	Internships - Employ 30 high school students to work in various departments at the city at a rate of \$14 per hour for 30 hours per week	ł.		1	l
	for 8 weeks (1 week of onboarding included). PROGRAM	Ĭ			ł
	EXPENSES: 0	[l
	lo			1	Ī
	8 weeks x 30 hours x \$14,00/hour = 53,360,00 x 30 students = \$100,800.00 C	1		l	
	FICA SV.711.20	l	1	Į.	ł
	Workers Comp S1,604,571898	i			
	Admin Staff Salaries: \$10.945.67	1			
	FICA: \$837.14	ł		l	
	Benefits SE 761.09	l			
	Workers Comp. S52.10	}			
	TOTAL PAYROLL COST: S124,711.97	1	į		
	IN THE PARTICULATION AND A PROPERTY OF THE PARTICULAR AND A PARTICULAR AND	ĺ	i	l	
	U		S 135,175,87	100%	
	Mileage & Travel: 115 miles x 8 weeks x 30.445 = \$409.40	ŀ	3 133,113.61	10075	
	Orientation - Employability Skills: \$1,144.00	l	ľ		
	Orientation - Space: \$421.798				
	Supplies: \$200.00		1		
	Manuel & Printing: \$3.812.50	l		l	
	Postage: S#2.00	1	1	1	
	Telephone (SSS month): SI 38.75	l	l	ĺ	
	Bus Passes: \$40.00 x 20 students = \$800.00	l	l		
	OTHER EXPENSES: \$3,495.45		l		
	0	· ·	ì		
	TOTAL EXPENSES 5135,175.87				
	Torol Cost Per Vosth: \$4.505.87		l		
	* Above are estimates depending on the number of youth enrolled the cost may change. ()		ĺ		
110Account:1107		İ			
	Student Menitor is a liaison between participating jobsites (City worksites) and the Provider. The primary role of the Monitor is to be an			-	
	advocate for the student participant and ensure that he or she is receiving a meaningful summer employment experience. The duties include				
	daily visits to the jobsites to offer any technical assistance to the jobsite supervisor and support to the youth: collect and check all				
	timeshects: assist to correct any payroll concerns the youth participants may have as it arise: administer the "Employability Skills Post-				
	Test" to participants; and to collect all information concerning all job-related injuries, however minor, in order to report it immediately to				
	the Provider. Total number of Monitors (1:30 entire) multiplied				
	by:L003		S 5,749.50	100%	
	8.00 weeks x 30 hours x \$20.00/hour = \$4.600.00				
	FICA: \$367.20				
	Werkers Comp: \$35,296				
	Background Screening: \$192.00				
	Drug test: \$35.00 per amaitor x 1 = \$35.00 Total: \$5,749.50				
	Salaries - Employ 30 certified teachers to deliver institution through the community and specialty summer course at a rate of \$30 per hour				
	plus FICA for a total of \$32_50 per hour for 30 hours for 8 weeks (1 week of anhoarding included).				
	\$30.00/br, x 30/brs \$900.00 x 8 weeks - \$7,200.00 x 30 teachers - \$216.000.00 \$2.50 br. x	1.63	\$ 234,000.00	100%	
	300brs. ~\$75.00 x 8 weeks ~ \$600 x 30~ \$18,000.00				
110Account:1107	THE TANK A SECRET OF A PARTIE OF THE PARTIE				

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DOE IDIS

RESOLUTION NO. 24-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$704,836 FROM THE FLORIDA DEPARTMENT OF EDUCATION, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO EXECUTE ANY DOCUMENTS NECESSARY TO ACCEPT THE GRANT FUNDS AND IMPLEMENT AN EDUCATION ENRICHMENT PROGRAM, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, during the 2024 Legislative Session, the City of Fort Lauderdale ("City"), requested a state appropriation for the Education Enrichment Program in the amount of \$704,836, and this request was included in the FY2024 State Budget; and

WHEREAS, while elevating the City's role in education, the City hosted learning pods while schools were shuttered and have continued to expand academic enrichment offerings through summer and after-school programs since the pandemic; and

WHEREAS, an academic summer program was piloted using CARES Act funding in the summers of 2021, 2022 and 2023, in which more than 2,000 children and youth benefited from instruction by certified teachers through the City's summer camps, resulting in participants mastering three or more reading and math skills; and

WHEREAS, the grant funding will build on the success of the City's summer academic program and expand services to include after-school enrichment, workforce exploration and citizenship development;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA THAT:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, approves the acceptance of grant funds in the amount of \$704,836 from the Florida Department of Education, and delegates to the City Manager the authority to execute any documents necessary to accept the grant funds and implement an Education Enrichment Program.

<u>SECTION 2</u>. That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

RESOLUTION NO. 24-60

SECTION 3. adoption.

That this Resolution shall be in full force and effect immediately upon its

ADOPTED this 19th day of March, 2024.

Mayor

DEAN J. TRANTALIS

ATTEST:

City Clerk

DAVID R. SOLOMAN

APPROVED AS TO FORM AND

CORRECTNESS:

City Attorney THOMAS J. ANSBRO Dean J. Trantalis

<u>Yea</u>

John C. Herbst

Yea

Steven Glassman

Yea

Pamela Beasley-Pittman

Yea

Warren Sturman

Yea

AGREEMENT

THIS AGREEMENT, with an effective date of this day of June, 2024, is entered into by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter referred to as "CITY"),

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation, with its principal address at 900 SE 3rd Avenue, Ste. 210, Fort Lauderdale, FL 33316 (hereinafter referred to as "YMCA").

WHEREAS, CITY desires to retain the services of YMCA to provide a Summer Workforce & College Readiness Workshop Series, as set forth in Exhibit A; and

WHEREAS, pursuant to Resolution No. 24-60 of the City of Fort Lauderdale, the City of Fort Lauderdale City Commission authorized the City Manager to enter into this Agreement to implement the Education Enrichment Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

SCOPE OF SERVICE

- A. YMCA shall provide the Services as described in Exhibit A, attached hereto and made a part hereof, in accordance with the terms and conditions set forth in this Agreement.
- B. YMCA is responsible for paying all applicable local, state and federal taxes. YMCA shall also be responsible for acquiring and paying all required local, state and federal professional certifications, licenses, permits and business tax licenses, and ensure same are timely renewed and remain active during the entire term of this Agreement.
- C. YMCA's services shall be performed on dates and times as mutually agreed upon with CITY's City Manager, or her/his designee.

2. GENERAL CONDITIONS

A. <u>COMPENSATION</u> - YMCA shall be compensated as follows, and pursuant to the terms of Exhibit A.

Curriculum design at \$30/hour x 40 hrs. = \$1,200 \$50/YMCA Curriculum x 100 students = \$5,000 12% fringe/YMCA Program & Support Fees x 100 students = \$600

College Readiness Worshop Cost:

 $$400/\text{workshop} \times 10 \text{ workshops} = $4,000$

Full-time employee: $$15/hour \times 10 \text{ hrs.} \times 12 \text{ Months} = $1,800$

\$15 for supplies/student x 100 students = \$1,500

Workforce Workshop Cost:

400/ workshop x 24 = 9,600

\$100/professional coaching sessions X 24 sessions = \$2400

\$150 Interviews transportation assistance/student x 100 students = \$15,000

Total Summer Series: \$41,100

YMCA is required to submit proper invoices to the CITY for services rendered. Payment shall be made to YMCA by the CITY within forty (45) days from the date of CITY's receipt of said invoices.

- B. <u>TERM</u> The term of this Agreement is for a time period beginning on June 1, 2024 and ending on August 20, 2024. City reserves the right to extend the contract to reschedule the date and time of the Services, subject to the prior written consent of YMCA.
- C. <u>LIMITATION OF AUTHORITY</u> YMCA may not incur any obligations on behalf of or in the name of CITY of Fort Lauderdale.
- D. <u>WORK INITIATION AND COMPLETION OF SERVICES</u> YMCA shall commence work in a timely manner in order to execute the duties enumerated herein. YMCA agrees to abide by the directives of the CITY.
- E. <u>CHANGES</u> CITY may request changes in the scope of services to be performed by YMCA, provided said changes are mutually agreed to in a written amendment to this agreement signed by both parties.
- F. <u>ASSIGNABILITY</u> YMCA shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of CITY. This Agreement contains all the understandings and agreements between the parties and no modification or amendment shall be effective unless embodied, in writing, executed by both parties.
- G. <u>INDEPENDENT CONTRACTOR</u> YMCA shall, at all times during the performance of this Agreement, be considered an independent contractor and not a CITY

employee and shall receive no benefits or pay from CITY other than as enumerated in this Agreement.

- H. <u>BACKGROUND CHECK</u> Background Screening. YMCA agrees that all of its personnel who will have direct contact with students will successfully complete the background screening required by Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and meet the standards established by the statutes. YMCA shall bear the cost of acquiring the background screening required by this section. The parties agree that the failure of YMCA to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CITY to terminate this Agreement immediately for cause with no opportunity required to permit YMCA to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, YMCA agrees to indemnify and hold harmless CITY, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from YMCA's failure to comply with the requirements of this section.
- I. <u>CERTIFICATION</u> YMCA shall maintain all applicable memberships, education and safety certifications as required by a law. YMCA's failure to comply with this provision may lead to the immediate termination of this Agreement.
- J. <u>TERMINATION FOR CAUSE</u> If, through any cause, YMCA shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if YMCA shall violate any of the provisions of this Agreement, CITY may upon written notice to YMCA terminate the right of YMCA to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold YMCA liable for any damages caused to CITY by reason of such default and termination. In the event of such termination, any completed services performed by YMCA under this Agreement, and at the option of CITY, YMCA shall be entitled to receive equitable compensation for any work completed to the satisfaction of CITY. YMCA, however, shall not be relieved of liability to CITY for damages sustained by CITY by reason of any breach of the Agreement by YMCA, and CITY may withhold any payments to YMCA for the purpose of setoff until such time as the amount of damages due to CITY from YMCA can be determined.
- K. <u>TERMINATION FOR CONVENIENCE</u> CITY reserves the right, in CITY's best interest as determined by CITY, to cancel the contract by giving written notice to YMCA thirty (30) days prior to the effective date of such cancellation.
- L. <u>CANCELLATION FOR UNAPPROPRIATED FUNDS</u> The obligation of CITY for payment to YMCA is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- M. <u>NOTICE</u> Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are

changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:

City Manager
City of Fort Lauderdale
101 NE Third Avenue, Suite 2100
Fort Lauderdale, Florida 33301

WITH A COPY:

Parks and Recreation Director City of Fort Lauderdale 701 South Andrews Avenue Fort Lauderdale, Florida 33316

WITH A COPY:

City Attorney
City of Fort Lauderdale
1 E. Broward Blvd., Suite 1605
Fort Lauderdale, Florida 33301

FOR YMCA: 1409 NW 6th Street

- Fort Lauderdale, FL 33311
- N. <u>INDEMNIFICATION</u> YMCA shall protect and defend, counsel being subject to CITY's approval, and indemnify and hold harmless CITY, and CITY's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from YMCA's acts or omissions in the obligations or services under this Agreement. This section shall survive the expiration or early termination of this Agreement.
- O. <u>INSURANCE</u> As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, YMCA, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of YMCA. The YMCA shall provide the City a certificate of insurance evidencing such coverage. YMCA's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by YMCA shall not be interpreted as limiting YMCA's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by YMCA for assessing the extent or determining appropriate types and limits of coverage to protect YMCA against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by YMCA under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury,
 Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of YMCA. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If YMCA does not own vehicles, YMCA shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

YMCA waives, and YMCA shall ensure that YMCA's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses

or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

YMCA must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. YMCA shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. YMCA shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of YMCA to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, YMCA shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on YMCA's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale, FL 33316

YMCA has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the YMCA's expense.

If YMCA's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, YMCA may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

YMCA's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by YMCA that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, YMCA must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of YMCA's insurance policies.

The YMCA shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the YMCA's insurance company or companies and the City's Risk Management office as soon as practical.

It is the YMCA's responsibility to ensure that any and all of the YMCA's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the YMCA.

- P. <u>LIMITATION OF LIABILITY</u> CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action, so that the CITY's liability does not exceed the total cost paid by CITY to YMCA for this Agreement. Nothing contained in this agreement is in any way intended to be a waiver of the limitations placed upon CITY's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised. This section shall survive the expiration or early termination of this Agreement.
- Q. <u>FORCE MAJEURE</u> CITY and YMCA will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by a Force Majeure or any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of YMCA will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.
- R. JURISDICTION; VENUE; WAIVER OF JURY TRIAL - This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- S. <u>ENTIRE AGREEMENT</u> This Agreement represents the entire and integrated Agreement between CITY and YMCA and supersedes all prior negotiations, representations or agreements, either written or oral. All representations and warranties made herein regarding the YMCA's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.
- T. <u>SEVERABILITY</u> If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or

invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

U. <u>WAIVER</u> - CITY's waiver or breach of any term, condition, or covenant of this Agreement shall not constitute the waiver or breach of the same or any other term, condition, or covenant of this Agreement.

V. <u>E-VERIFY</u>

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, YMCA and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- YMCA shall require each of its subcontractors, if any, to provide YMCA with an
 affidavit stating that the subcontractor does not employ, contract with, or
 subcontract with an unauthorized alien. YMCA shall maintain a copy of the
 subcontractor's affidavit for the duration of this Agreement and in accordance
 with the public records requirements of this Agreement.
- 2. CITY, YMCA, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
- 3. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2023), as may be amended or revised, but that YMCA otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify YMCA and order YMCA to immediately terminate the contract with the subcontractor, and YMCA shall comply with such order.
- 4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If CITY terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2023), as may be amended or revised, YMCA may not be awarded a public contract for at least one year after the date on which the contract was terminated. YMCA is liable for any additional costs incurred by CITY as a result of termination of this Agreement.
- 5. YMCA shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. YMCA shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2023),

as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

- W. <u>SCRUTINIZED COMPANIES</u> YMCA certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. CITY may terminate this Agreement at CITY's option if YMCA is found to have submitted a false certification as provided in subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.
- X. <u>COMPLIANCE WITH LAWS</u> The YMCA shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

Y. PUBLIC RECORDS

IF YMCA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO YMCA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

YMCA shall comply with public records laws, and YMCA shall:

- 1. Keep and maintain public records required by CITY to perform the service.
- Upon request from CITY's custodian of public records, provide CITY 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
 Chapter 119, Florida Statutes (2023), as may be amended or revised, or as
 otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if YMCA does not transfer the records to CITY.
- 4. Upon completion of the Contract, transfer, at no cost, to CITY all public records in possession of YMCA or keep and maintain public records required by CITY to perform the service. If YMCA transfers all public records to CITY upon completion of the Contract, YMCA shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If YMCA keeps and maintains public records upon completion of the Contract, YMCA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

Z. SAFEGUARD CONFIDENTIALITY OF EDUCATION RECORDS

Notwithstanding any provision to the contrary within this Agreement, and to the extend YMCA obtains any education records, YMCA shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records:
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements:
- 4) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation.

SUSAN GRANT Acting City Manager

Approved as to form and correctness: THOMAS J. ANSBRO, City Attorney

ERIC W. ABEND

Senior Assistant City Attorney

YMCA

WITNESSES	YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation.
(Withess type or print name)	By: Man TARA MONTENARO Chief Operating Officer
Christina Belis (Witness type or print name)	
STATE OF FLORIDA: COUNTY OF BROWARD:	
presence or online notarizati	as acknowledged before me by means of _/ physical on, this <u>SO</u> day of _//, 2024, by Tara icer for Young Men's Christian Association of South corporation.
OKARA GARDNER-EUGENE Notary Public - State of Florida Commission # HH 344478 Aly Comm. Expires Dec 27, 2026 Bonded through National Notary Assn.	Signature of Notary Public – State of Florida Chara Gardner – Eugene Print, Type or Stamp Commissioned Name Of Notary Public
Personally Known OR Production Type of Identification Produced	ced Identification

EXHIBIT "A"

Scope of Services:

YMCA will deliver a comprehensive Workforce & College Readiness Workshop Series. The Series will be in the summer of 2024. It will offer two workshop sessions per month, with one session dedicated to career exploration and the other focused on resume and essay writing, civic and community engagement, along with the development of financial literacy and college readiness skills within the underserved community. Additional services will encompass programs centered around dress for success, life skills support and quality assurance, and proper interview etiquette. This will be provided at the following cost:

Curriculum design at \$30/hour x 40 hrs. = \$1,200 \$50/YMCA Curriculum x 100 students = \$5,000 12% fringe/YMCA Program & Support Fees x 100 students = \$600

College Readiness Worshop Cost: \$400/workshop x 10 workshops = \$4,000 Full-time employee: \$15Hr x 10 Hrs. x 12 Months = \$1,800 \$15 for supplies/student x 100 students = \$1,500

Workforce Workshop Cost: \$400/ workshop x 24 = \$9,600 \$100/professional coaching sessions X 24 sessions = \$2400 \$150 Interviews transportation assistance/student x 100 students = \$15,000

Total Summer Series: \$41,100

Reporting Structure:

Use the forms provided for the State of Florida's Department of Education when submitting reports.

- 2023-24 Quarterly Program Activity Report (3 4 pages): All reporting on program activities as well as numbers for the appropriate quarter, which reflect approved grant activities. The narrative information can be highlights of the quarter's activities/services. The numbers reported for mentoring, SAI or SIE sessions and number of students served should match those reported on the Attendance Report forms. The boxes for program narrative should be shortened if all space is not needed.
- These reports must be submitted to Susan Leon, Chief Education Officer, City of Fort Lauderdale at Steon@fortlauderdale.gov no later than August 12, 2024.

Reimbursement:

Verification/evidence of program activities can be requested by FLDOE or the Department of Financial Services. All reports should include the name of the person responsible for the report, signature, and date.

Modification and Termination:

This Agreement is at will and may be modified by mutual consent of authorized officials of YMCA and the City of Fort Lauderdale. This Agreement shall become effective upon signature by the authorized officials from YMCA and the City of Fort Lauderdale. This Agreement will remain in effect until August 30, 2024, unless terminated by any one of the parties. Modifications to this Agreement may only be made by in writing and by mutual consent of the authorized officials of YMCA and the City of Fort Lauderdale.

DOCUMENT ROUTING FORM

Rev: 4 | Revision Date: 5/8/2024

TODAY'S DATE; May 31, 2024
DOCUMENT TITLE: Agreement- COFL & YMCA-900 NE 3rd Ave., Ste 210, Fort Lauderdale, FL to Provide S Summer Workforce & College Readiness Workshop Series
COMM. MTG. DATE: _3/5/2024 CAM #: _24-0253 ITEM #:
Routing Origin: _CMORouter Name/Ext: _Donna 5027 Action Summary attached: _ YES _ NO
CIP FUNDED: YES NO Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.
2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached:
Is attached Granicus document Final? YES NO Approved as to Form: YES NO
Date to CCO: 6/5/24 Attorney's Name: Eric Abend Initials:
3) City Clerk's Office: # of originals: Routed to: Ext: Date: Ob 05/2
4) City Manager's Office: CMO LOG#: Document received from: CCO lo lo
Assigned to: SUSAN GRANT ANTHONY FAJARDO LAURA REECE BEN ROGERS SUSAN GRANT as Acting CRA Executive Director
☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A S. GRANT TO SIGN
PER ACM (Initial): A. FAJARDO L. REECE B. ROGERS
PENDING APPROVAL (See comments below) Comments/Questions:
Forward 1 originals to Mayor CCO Date:
5) Mayor/CRA Chairman: Please sign as indicated.
Forwardoriginals to CCO for attestation/City seal (as applicable) Date:
6) INSTRUCTIONS TO CITY CLERK'S OFFICE
City Clerk: Retains original and forwards _ 1 _ originals to: _Susan Leon-CMO(Name/
Attach certified Reso # Dept/Ext) YES NO Original Route form
to CAO