

City of Fort Lauderdale

*City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301
www.fortlauderdale.gov*



Meeting Minutes - APPROVED

Tuesday, September 16, 2015

6:00 PM

City Commission Chambers

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

JOHN P. "JACK" SEILER Mayor - Commissioner
ROBERT L. McKENZIE Vice Mayor - Commissioner - District III
BRUCE G. ROBERTS Commissioner - District I
DEAN J. TRANTALIS Commissioner - District II
ROMNEY ROGERS Commissioner - District IV

LEE R. FELDMAN, City Manager
JOHN HERBST, City Auditor
JEFFREY A. MODARELLI, City Clerk
CYNTHIA A. EVERETT, City Attorney

The meeting was called to order at 7:02 p.m. by Mayor Seiler.

Invocation Pastor Brett Opalinski
Christ Church

ROLL CALL

Present: 5 - Commissioner Bruce G. Roberts, Commissioner Dean J. Trantalis, Vice Mayor Robert L. McKinzie, Commissioner Romney Rogers, and Mayor John P. "Jack" Seiler

QUORUM ESTABLISHED

Also Present: City Manager Lee R. Feldman, City Auditor John Herbst, City Clerk Jeffrey A. Modarelli, City Attorney Cynthia A. Everett, Sergeant At Arms Sergeant Michael Sierkierski

Pledge of Allegiance Led by Vice Mayor Robert L. McKinzie

Approval of MINUTES and Agenda

15-1202 Minutes for April 21, 2015 Regular Meeting

Commissioner Trantalis made a motion to approve the Minutes for April 21, 2015 Regular Meeting and the Agenda for tonight's meeting and was seconded by Commissioner Roberts.

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

Mayor Seiler noted the anniversary of the United States Constitution and the importance of the document to our nation.

PRESENTATIONS

PRES-1 15-1201 Police Officer of the Month for September, 2015

Assistant Police Chief Doug MacDougall, recognized the September 2015 Police Officer of the Month, Detectives Jared Gross and Lauren Dukanauskas, who came to the podium. Assistant Chief MacDougall noted Detective Dukanauskas' and Gross' previous commendations and tenure assignments. On June 3,

2015 both detectives located a stolen vehicle and followed the homicide suspect and took into custody rapidly to apprehend a dangerous felon. They are both accommodated for a job well done.

Mayor Seiler commented that Commissioner Roberts has seen officers doing a fabulous job month in and month out for 35 years. Commissioner Roberts added that the tradition has continued to do the job the right way and makes us all proud.

PRES-2 15-1200 Proclamation declaring September 21, 2015 as World Alzheimer's Day in the City of Fort Lauderdale

Commissioner Rogers requested Alzheimer's Association Southeast Chapter Jennifer Braisted and Kate Pokorny come to the podium for a Proclamation declaring September 21, 2015 as World Alzheimer's Day in the City of Fort Lauderdale. Commissioner Rogers noted the impact on families and read the proclamation issued by the Office of the Mayor in the City of Fort Lauderdale in its entirety. Ms. Braisted thanked the City Commission for helping raise awareness for this devastating disease.

CONSENT AGENDA

Mayor Seiler announced the procedure for consent agenda items and noted that CR-1 and CR-2 were pulled from the Consent Agenda for separate discussion.

Approval of the Consent Agenda

A motion was made by Vice Mayor Trantalis and seconded by Commissioner Roberts that Consent Agenda Items CR-1 and CR-2 be pulled from the Consent Agenda and considered separately, and that all remaining Consent Agenda Items be approved as recommended.

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

Mayor Seiler referred to Item CM-2 to announce event, Broward 100: Duende and encourage neighbors view the broward.org website for event details.

Mayor Seiler announced the following revisions to tonight's Consent Agenda: CM-5, funding revision.

CONSENT MOTION

CM-1 15-1109 Motion to Approve Event Agreements: Bling for the Cure, 2nd Annual North Fork Neighborhood Reunion, Chillounge Night presents Cirque du Chill and Competitive Carriers Association Block Party.

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- CM-2 15-1110** Motion to Approve Event Agreements and Related Road Closings: Broward 100: Duende, National Coming Out Day Celebration- Official Pride Fort Lauderdale Closing Party, Glam-A-Thon Glamapalooza- Bikes for Boobs, 28th Annual Las Olas Art Fairs, Tarpon Bend Halloween Party, Making Strides Against Breast Cancer, 56th Annual Fort Lauderdale International Boat Show, Fashion Truce & Mobile Boutique Tour, and Dillard High School/Community Homecoming Parade.

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- CM-3 15-1147** Motion to Approve a Lease Amendment for Shop 104 - City Park Mall

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- CM-4 15-1032** Motion Accepting FY 2015-2016 Broward County Enhanced Marine Law Enforcement Grant Program Funds - \$167,032

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- CM-5 15-1048** Motion Authorizing Professional Services for Bayview Drive Seawall Repair and Replacement - Lakdas/Yohalem Engineering, Inc. - \$43,977.50 Task Order

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- CM-6 15-1092** Motion Authorizing the Execution of (1) a Revocable License with One West Las LOA LLC and (2) Amendment to Encroachment Agreement with the County and One West LOA, LLC

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

CM-7 15-1125 Motion to Approve the First Amendment to the Agreement for the Annexation of Twin Lakes North

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

CONSENT RESOLUTION

CR-1 15-0497 Resolution Approving a Locally Funded Agreement with Florida Department of Transportation for Construction of NW 9th Avenue from Broward Boulevard to Sistrunk Boulevard

Vice Mayor McKinzie heard that the meeting was not properly noticed and requested to defer the time for two weeks.

Mayor Seiler asked Diana Alarcon, Transportation and Mobility Director if there was any issue with Florida Department of Transportation causing a two week delay. She responded that she would reach out to individuals for comments and that they were coming up against the wall regarding grant timing.

City Attorney Cynthia Everett clarified that CR-1, CR-2 and CR-3 were all related.

Vice Mayor McKinzie made a motion to defer CR-1, CR-2 and CR-3 to October 6, 2015 and was seconded by Commissioner Trantalis.

DEFERRED to October 6, 2015

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

CR-2 15-0498 Resolution Approving a Highway Maintenance Memorandum of Agreement for Improvements NW 9th Avenue Improvement Project with the Florida Department of Transportation

DEFERRED to October 6, 2015

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

CR-3 15-0499 Resolution Approving a Three-Party Escrow Agreement with Florida Department of Transportation for Construction of the NW 9th Avenue Improvement Project

DEFERRED to October 6, 2015

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

Mayor Seiler requested that the neighborhoods get with Vice Mayor McKinzie.

CR-4 15-1130 Resolution Approving the Sixth Amendment to the Lease Agreement with Rising Tide Development, LLC - Parcels 8-F-1 and 8-F-1-A at Fort Lauderdale Executive Airport

ADOPTED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

PURCHASING AGENDA

PUR-1 15-1102 Motion to Approve Fire Protective Clothing (Bunker Gear) - Municipal Emergency Services, Inc. - \$110,192

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

PUR-2 15-1126 Motion to Approve Hardware, Software, and Related Services for Accounting, Budget, and Payroll Data - \$174,437.41

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- PUR-3 15-1020** Motion to Approve First Amendment to Agreement and Waiver of 90 Day Requirement for Request of Increase Adjustment - Marathon Health, Inc. - \$10,352

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- PUR-4 15-1112** Motion to Approve Animal Carcass Removal and Disposal Services - Jacksonville Animal Removal LLC- \$60,000 (three-year cost)

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

- PUR-5 15-1162** Motion to Withdraw Contract Approval (RFP 725-10974) and Approve Contract Extension for Credit Card Processing Services (RFP 162-9557)

APPROVED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

MOTIONS

- M-1 15-1075** Motion to Approve an Event Agreement With Life Time Fitness Triathlon Series, LLC for the Michelob Ultra 13.1 Fort Lauderdale Half Marathon & 5K.

Mayor Seiler and Commissioner Roberts asked why the item was removed from the agenda. Assistant City Manager Stanley Hawthorne responded that the applicant requested deferral so they could be in attendance.

Commissioner Trantalis noted the event time and road closure needed to be addressed. He also agreed to defer until it can be resolved.

Vice Mayor McKinzie moved to defer this item and was seconded by Commissioner Trantalis.

APPROVED Motion to Defer

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

RESOLUTIONS**R-1 15-1186 Appointment of Board and Committee Members**

Discussions ensued among the Commission regarding additional appointments to the City's Advisory Boards for the appointments at the City Commission on October 6, 2015.

City Clerk Jeffrey Modarelli noted tonight's appointment to the various City's Advisory Boards as noted below:

BEACH BUSINESS IMPROVEMENT DISTRICT ADVISORY COMMITTEE

Eduardo Fernandez (category: Greater Fort Lauderdale Chamber of Commerce Beach Council Representative) and Ina Lee (category: Beach Redevelopment Advisory Board Representative) are reappointed to the Beach Business Improvement District Advisory Committee, for a one year term beginning September 16, 2015 and ending August 31, 2016, or until their successor has been appointed.

Bruce Roy (primary member) representing Westin, Diamondrock FL Owner LLC, has been appointed to the Beach Business Improvement District Committee, in the category of seven of the ten highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 and ending August 31, 2016, or until his successor has been appointed.

Michael Notten (primary member) and Kristiann Galati (alternate member) representing W Hotel, Capri Hotel, LLC have been appointed to the Beach Business Improvement District Advisory Committee, in the category of seven of the ten highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 and ending August 31, 2016 or until their successor has been appointed.

Jean Capps (primary member) and Stephen Donahue (alternate member) representing B Ocean, CRP Insite Clipper LLC, have been appointed to the Beach Business Improvement District Advisory Committee, in the category of seven of the ten highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 and ending August 31, 2016, or until their successor has been appointed.

Greg Cook (primary member) and Monique Soriano (alternate member) representing Ritz Carlton, RCFL Investor LLC, have been appointed to the Beach Business Improvement District Advisory Committee, in the category of seven of the ten highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 and ending August 31, 2016, or until their successor has been appointed.

Patrick Reese (primary member) and John Hopwood (alternate member) representing the Bahia Mar, City of Fort Lauderdale, have been appointed to the Beach Business Improvement District Advisory Committee, in the category of seven of the ten highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 and ending August 31, 2016, or until their successor has been appointed.

Martin Wormull (primary member) representing Conrad Hotel, CFLB Partnership LLC, has been appointed to the Beach Business Improvement District Committee, in the category of seven of the ten

highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 ending August 31, 2016, or until his successor has been appointed.

Bill Cunningham (primary member) and Thomas Miller (alternate member) representing Marriot Courtyard, PHF Oceanfront LP, have been appointed to the Beach Business Improvement District Advisory Committee, in the category of seven of the ten highest assessed property owners or a representative of such assessed property owners, for a one year term beginning September 16, 2015 and ending August 31, 2016, or until their successor has been appointed.

BOARD OF ADJUSTMENT

Douglas Reynolds is appointed to the Board of Adjustment for an unexpired term effective September 1, 2015 and ending May 20, 2016 or until his successor has been appointed.

BUDGET ADVISORY BOARD

David Orshefsky is appointed to the Budget Advisory Board for a one year term beginning October 1, 2015 and ending September 30, 2016 or until his successor has been appointed.

CENTRAL CITY REDEVELOPMENT ADVISORY BOARD

Jeff Sullivan has been appointed to the Central City Redevelopment Advisory Board, in the category of 13th Street Alliance member, for a one year term beginning September 1, 2015 and ending August 31, 2016 or until his successor has been appointed.

CITIZENS POLICE REVIEW BOARD

Skeet Jernigan has been appointed to the Citizens Police Review Board for a one year term beginning November 4, 2015 and ending November 3, 2016 or until his successor has been appointed.

COMMUNITY SERVICES BOARD

Jasmin Shirley has been appointed to the Community Services Board, in the category of District 3, for a one year term beginning October 1, 2015 and ending September 30, 2016 or until her successor has been appointed.

Commissioner Trantalis introduced the resolution which was read was read in its entirety.

ADOPTED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

R-2 15-1190 RESOLUTION APPOINTING ROBBINS GELLER RUDMAN & DOWD, LLP AS SPECIAL COUNSEL TO GENERAL EMPLOYEES' RETIREMENT SYSTEM - Edison International, et al.

In response to Mayor Seiler's question, City Attorney Cynthia Everett replied that we have used the firm in the past for the same type of matter.

Commissioner Trantalis asked for clarification regarding the type of arrangement as contingency and wanted to ensure the City is not responsible for cost. City Attorney Cynthia Everett confirmed and further clarified that they get paid if a recovery is claimed.

Commissioner Rogers introduced the resolution which was read by title only.

ADOPTED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

ORDINANCE SECOND READING

OSR-1 15-1168 Ordinance Approving Amendments to the Police and Firefighters' Retirement System Resulting from Collective Bargaining with the International Association of Firefighters

There being no one wishing to speak on this item, Commissioner Trantalis made a motion to close the public hearing, which was seconded by Commissioner Roberts. Roll call showed: AYES: Commissioner Dean J. Trantalis, Vice Mayor McKinzie, Commissioner Romney Rogers, Commissioner Bruce G. Roberts and Mayor Seiler. NAYS: None.

Commissioner Trantalis introduced the ordinance for the Second Reading which was read in its entirety.

ADOPTED ON SECOND READING

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

OSR-2 15-1001 Quasi-Judicial - Ordinance Amending Official Zoning Map - Maximo Investments #00 Inc., 1199 South Federal Highway - Existing Zoning: Residential Office (RO) - Proposed Zoning: Boulevard Business (B-1) Future Land Use: South Regional Activity Center - Case Number Z15003

Each Commission member disclosed their site visits and communications regarding this ordinance.

There being no one wishing to speak on this item, Commissioner Trantalis made a motion to close the public hearing, which was seconded by Commissioner Roberts. Roll call showed: AYES: Commissioner Dean

J. Trantalis, Vice Mayor McKinzie, Commissioner Romney Rogers, Commissioner Bruce G. Roberts and Mayor Seiler. NAYS: None.

Commissioner Trantalis introduced the ordinance for the Second Reading which was read in its entirety.

ADOPTED ON SECOND READING

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

OSR-3 15-1031 Quasi-Judicial - Ordinance Amending the Official Zoning Map - First Presbyterian Church of Fort Lauderdale - 1417 SE 4th Street - Existing Zoning: Exclusive Use Parking (XP) Proposed Zoning: Community Facilities - House of Worship (CF-H) - Future Land Use: Low Residential - Case Number Z15004

Each Commission member disclosed their site visits and communications regarding this ordinance.

There being no one wishing to speak on this item, Commissioner Rogers made a motion to close the public hearing, which was seconded by Commissioner Roberts. Roll call showed: AYES: Commissioner Dean J. Trantalis, Vice Mayor McKinzie, Commissioner Romney Rogers, Commissioner Bruce G. Roberts and Mayor Seiler. NAYS: None.

Commissioner Rogers introduced the ordinance for the Second Reading which was read in its entirety.

ADOPTED ON SECOND READING

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

15-1231 Walk-On Resolution Accepting Florida Department of Health Child Care Food Program/Afterschool Meals Program - \$138,381.49

Commissioner Trantalis asked if the food program was for all schools in Fort Lauderdale. Mayor Seiler clarified that it was for the after school Parks and Recreation Programs.

Commissioner Roberts introduced the resolution which was read by title only.

ADOPTED

Aye: 5 - Commissioner Trantalis, Vice Mayor McKinzie, Commissioner Rogers, Commissioner Roberts and Mayor Seiler

Commissioner Rogers noted that three events were going through Rio Vista neighborhood and his concern for the neighbor's driveway ingress and egress.

Commissioner Roberts mentioned the upcoming Short-Term Vacation Rental Meeting. Mayor Seiler clarified the purpose of the Meeting and Commissioner Trantalis confirmed. Commissioner Rogers requested to be sensitive to “crew houses”.

Request for Executive Closed Door Session

City Attorney Cynthia Everett requested an Executive Closed Door Session on October 6, 2015, with the City Commission to meet privately under Florida Statute, Section 286.011(8) concerning:

Stephanie Thompson v. City of Fort Lauderdale Case No.: 14-000895 (21)

ADJOURNMENT

There being no further business before the Commission, Mayor Seiler adjourned the meeting at 7:41 p.m.



John P. "Jack" Seiler
Mayor

ATTEST:



Jeffrey A. Modarelli
City Clerk

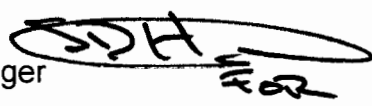


CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#15-1048

9-16-15
CM-5
REVISED
CAM

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager 

DATE: September 16, 2015

TITLE: **REVISED CM-5** Motion Authorizing Professional Services for Bayview
Drive Seawall Repair/Replacement – Lakdas/Yohalem Engineering, Inc. –
\$43,977.50 Task Order 2

Recommendation

It is recommended that the City Commission approve Task Order 2 (Exhibit 1) for structural engineering services for Bayview Drive Seawall Repair/Replacement with Lakdas/Yohalem Engineering, Inc., in the amount of – \$43,977.50.

Background

The Bayview Drive seawall is located east of Bayview Drive between NE 59 Street and NE 60 Street. Two locations along the existing seawall show signs of bulging towards the canal. Parts of the seawall have been tilted and multiple cracks and fractures are present. The damage may be due to tie-back rods being severed. Soil closest to the seawall has subsided, possibly passing through the holes in the wall into the canal. It would also appear that one outfall pipe has collapsed and fill material from the landside is migrating to the canal through the broken pipe.

Staff has negotiated Task Order No. 2 in an amount not to exceed \$43,977.50 with Lakdas/Yohalem Engineering, Inc. to provide an assessment of the seawall and appropriate design to correct the damage. The not to exceed amount includes \$2,000 for permit allowance.

The services shall include:

- Assessment of the existing structure and current soil conditions.
- Design development services and permitting.
- Bid services.
- Post-design services, including complete inspection services.

Resource Impact

There will be a fiscal impact to the City in the amount of \$43,977.50 for the task order and \$18,000 for estimated in-house project management fees, for a total of \$61,977.50.

Funds available as of August 24, September 11, 2015

ACCOUNT NUMBER	INDEX NAME (Program)	OBJECT CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Object Code)	AVAILABLE BALANCE (Object Code)	PURCHASE AMOUNT
331-P11825-331-6599 <u>001-PBS040901-3437</u>	Marine Facilities <u>Maintenance</u> Project Engineering <u>Design</u>	Capital Outlay/ Construction <u>Services &</u> <u>Materials/</u> Improvements, Repair & <u>Maintenance</u>	\$200,000 <u>\$539,003</u>	\$153,675 <u>\$131,371</u>	\$61,977.50
PURCHASE TOTAL ►					\$61,977.50

Strategic Connection(s):

This item is a Press Play Fort Lauderdale Strategic Plan 2018 initiative, included within the Infrastructure Cylinder of Excellence, specially:

- Goal 2: Be a sustainable and resilient community.
- Objective 1: Proactively maintain our water, waste water, road, bridge and facilities infrastructure.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Ready.

Attachment(s):

Exhibit 1 - Task Order 2

Prepared by: Annalise Mannix, P.E., Senior Project Manager
Pedram Zohrevand, P.E., Assistant Public Works Director – Engineering

Department Director: Hardeep Anand, P.E., Public Works

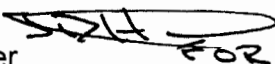


**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#15-1231

9-16-15
WALK-ON
RESOLUTION

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager 

DATE: September 16, 2015

TITLE: WALK ON – Resolution to Ratify a Grant Agreement with the State of
Florida, Department of Health Child Care Food Afterschool Snack
Program; Appropriate the Grant Award; and Amend the FY 2015
Operating Budget - \$138,381.49

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the City Manager to accept a grant from the Florida Department of Health Child Care Food Program/Afterschool Meals Program (CCFP) for the Parks & Recreation's Department afterschool programs in the amount of \$138,381.49; appropriate funds; amend the FY 2015 budget; and authorize the City Manager to execute any required documents associated with the acceptance of such funds.

Background

On June 27, 2014, the Parks and Recreation Department submitted an application to the Florida Department of Health. This grant will allow the Department to purchase and serve daily snacks to children and teens enrolled in various Parks and Recreation after-school programs. Upon attainment of the required after-school licensure, staff was advised of the acceptance of the grant on September 2, 2015 with approval to begin the program on September 1, 2015.

The Parks and Recreation Department will be reimbursed monthly based on number of snack meals served.

Resource Impact

There is a positive fiscal impact to the City in the amount of \$138,381.49. No cash match is required.

Appropriate To:

Funds available as of September 16, 2015

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB- OBJECT NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
129-GSNACK16-C601	Child Care Food Program	InterGovt Revenue/Federal Grants/U.S Dept of Agriculture	\$ -	\$ -	\$ 138,381.49
APPROPRIATION TOTAL →					\$ 138,381.49

Appropriate To:

ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB- OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
129-GSNACK16-3231	Child Care Food Program	Services/Materials/ Food Services	\$ -	\$ -	\$ 138,381.49
APPROPRIATION TOTAL →					\$ 138,381.49

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Places Cylinder of Excellence, specifically advancing:

- Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering places that highlight our beaches, waterways, urban areas, and parks.
- Goal 4: Be a healthy community with fun and stimulating recreational activities for our neighbors.

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

Attachments

Exhibit 1 – Grant Application/Agreement

Exhibit 2 – Resolution

Prepared by: Gina Rivera, Grants & Special Projects Coordinator

Department Director: Phil Thornburg, Parks & Recreation

Name of Prospective Contractor: City of Fort Lauderdale Parks + Rec Department

**FY 2013-14 AFTERSCHOOL MEALS PROGRAM
APPLICATION CHECKLIST FOR EXISTING SFSP SPONSORS**

If your agency has any other Child Care Food Program (CCFP) authorization numbers, check here: ☐

Check if

Enclosed * indicates that a blank form is in this packet for your use

- ☒ 1. CCFP Application*
- ☒ 2. Projected Earnings Worksheet (complete on CCFP website, print, and attach) – guidance enclosed
- ☒ 3. Budget*
- ☐ 4. Supplemental Budget for Special Cost Items* (if charging a special cost item to the CCFP)
- ☐ 5. Compensation Plan for Labor Costs* (if charging labor costs to the CCFP)
- ☒ 6. Site Information Form(s)* – one for each site
- ☒ 7. Licensure Information – submit one of the following for each site:
 - Copy of current Child Care License from DCF or local licensing agency
 - Current Religious-Exempt Accreditation Certificate
 - Letter of exemption for afterschool program issued by the licensing agency (**not required for school sites**)
- ☒ 8. Current Fire Marshal Inspection Report/Permit, Occupancy Permit, or other state or local government document showing approved building capacity (**required for each site not licensed by DCF or the local licensing agency**)
- ☐ 9. Copy of Satisfactory Food Service Inspection Documentation for sponsor (if applicable) and one for each site – guidance enclosed
- ☒ 10. Two (2) D.O.H. Contracts w/attachments* – submit both copies w/original signatures
- ☐ 11. Delegation of Signing Authority*, if applicable
- ☐ 12. News Release*
- ☐ 13. Certification Statement Regarding Business Integrity and Publicly-Funded Programs*
- ☐ 14. Board of Directors Certification* (**private non-profit organizations only**)
- ☐ 15. Procedure Manual Receipt Form*
- ☐ 16. Training Certification Form*

FOR SPONSORS OF MULTIPLE SITES:

- ☐ 17. Application Addendum for Afterschool Meals Program Sponsors*
- ☐ 18. Management Plan*
- ☐ 19. Conflict of Interest and Ethics Statement*
- ☐ 20. Building for the Future Parent Letter* (submit only if using one other than sample provided)
- ☐ 21. Prospective Sponsor of Unaffiliated AMP Sites Administrative and Financial Information* (**sponsors of unaffiliated sites only**)
- ☐ 22. Sponsor-Site Agreement* (**sponsors of unaffiliated sites only**) – submit only if using one other than sample provided and clearly identify any requested changes

FOR UNAFFILIATED SITES ONLY (NOT OWNED OR OPERATED BY SPONSOR):

- ☐ 23. Letter of IRS 501(c)(3) Tax-Exempt Status – one for each non-profit site (not required for a church/synagogue/temple/mosque that meets IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code)

**** CONTINUED ON REVERSE SIDE****

FOR CATERED PROGRAMS ONLY:

- ☐ I have completed the AMP/CCFP catering training modules (Overview and, as applicable, Informal or Formal).
- ☐ I have started the AMP/CCFP procurement process for catered meal service.

SIGNATURE IS REQUIRED FOR APPLICATION SUBMISSION

I certify that all the enclosed information is true and correct.

Signature of Board Chairman, Executive Director, President,
or Delegated Authority

6/27/2014
Date

Phil Thornburg
Printed Name

Parks & Rec Director
Title

Please note that this checklist and the enclosed application forms are only applicable for the 2013-14 federal fiscal year, and must be submitted by no later than July 31, 2014 for possible approval in the 2013-14 fiscal year. However, organizations wishing to participate at the start of the 2014-15 school year should submit applications by no later than May 1, 2014 to allow adequate time to complete the approval process by August 2014.

Please mail this completed checklist and application materials to the following address:

Florida Department of Health
Bureau of Child Care Food Programs
4052 Bald Cypress Way, Bin # A-17
Tallahassee, FL 32399-1727

FOR DOH USE ONLY:

Date notified PS to schedule pre-approval visit: _____

- ☐ Verified FLAIR sequence number for payment address
- ☐ Obtained copy of 501(c)(3) documentation and confirmed DUNS# from DACS
- ☐ Obtained copy CPA documentation and SFSP Management Plan from DACS (if applicable)
- ☐ If this organization intends to have a meal service contract with a registered caterer that totals \$50,000 or more, the organization has been directed to submit approval request with necessary bid/quote documents via email (Brenda_Crosby@doh.state.fl.us) or fax (850.414.1622) to the attention of Brenda Crosby.
- ☐ Prospective Contractor has completed the catering procurement process (if applicable)
- ☐ Received completed Pre-Approval Visit for Prospective Contractor form from PS

Date Pre-approval visit conducted: _____

Approval Signature (DOH Headquarters)

Date

Florida Department of Health

Child Care Food Program Application

(DOH Use)

Authorization Number: _____ Region/RPS: _____ Fiscal Year: _____
Date Entered: _____ Payment Start Date: _____ Termination Date: _____

Federal Employer ID # (FEIN): 596000319 DUNS #: 035054381
Organization's Legal Name (as registered with IRS): City of Fort Lauderdale Parks + Rec Dept
D/B/A (Doing Business As): Parks + Rec Department

1. Organization Addresses

Street Address: 1350 N Broward Blvd
City: Fort Lauderdale State: FL Zip + 4: 33312 -
County: Broward

☒ Check box if Mailing Address is same as Street Address (if not, fill in Mailing Address below)

Mailing Address: 1350 N Broward Blvd
City: Fort Lauderdale State: FL Zip + 4: 33312 -
County: Broward

(Complete Remit Address if you want the Direct Deposit notice or check sent somewhere other than the above Mailing Address)

Remit Address: _____
City: _____ State: _____ Zip + 4: _____ -
County: _____

2. Board Chairman / CEO / President / Majority Owner / School Superintendent Information

Salutation: Mr. First Name: Phil Last Name: Thornburg
Title: Parks + Rec Director DOB (MM/DD/YYYY): _____
E-mail Address: P.Thornburg@fortlauderdale.gov
Mailing Address: _____ (If only one address is provided in # 1 above, the address here must be different from the address in # 1.)

City: _____ State: _____ Zip: _____
Phone Number: (954) 828-5348 Extension: _____ Fax Number: (954) 828-5650

3. CCFP Program Manager Information (primary person responsible for food program administration)

Salutation: Mr. First Name: Tommy Last Name: Hall
DOB (MM/DD/YYYY): 10/16/1978 Email Address: thall@fortlauderdale.gov
Phone #: (954) 828 8942 Ext. _____ Fax #: (954) 468 1568
(Must be different from phone # provided in # 2 above.)

Child Care Food Program Application – Page 2

4. **Type of Organization:** (select only one)
- ☐ For-Profit
- ☐ Private Not-For-Profit, Secular
- ☐ Private Not-For-Profit, Faith-Based
- ☒ Government Agency
- ☐ Educational Institution
- ☐ Other _____
5. **Shareholder Information** (For-profit organizations only – If more than four shareholders attach additional page)
- First and Last Name: _____ DOB (MM/DD/YY): _____ % Ownership: _____
- First and Last Name: _____ DOB (MM/DD/YY): _____ % Ownership: _____
- First and Last Name: _____ DOB (MM/DD/YY): _____ % Ownership: _____
- First and Last Name: _____ DOB (MM/DD/YY): _____ % Ownership: _____
- (Total ownership must equal 100%)
6. Enter your organization's fiscal year end date: 9 / 30
(For example, if September 30th enter 9/30) (Month) (Day)
7. Is your organization a non-profit entity or a non-federal governmental entity that expended \$500,000 or more in federal funds during its most recent fiscal year? ☒ Yes ☐ No
- If yes, your organization must meet the requirements of the Single Audit Act (OMB Circular No. A-133).
8. Is your organization a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? ☐ Yes ☒ No
9. Does your organization currently have an authorization number with the Bureau of Child Care Food Programs? ☐ Yes ☒ No
- If yes, indicate other authorization number(s): _____
10. Does your organization have a contract to participate in the Child Care Food Program in any state(s) other than Florida? ☒ Yes ☐ No
- If yes, indicate which state(s): _____
11. Prospective contractor will submit a news release to the media that notifies the public, including minority and grassroots organizations, about the CCFP. ☒ Yes ☐ No
12. Organization accepts all participants regardless of race, color, age, sex, disability, or national origin. ☒ Yes ☐ No
13. For this fiscal year, your organization would prefer to receive:
- ☐ Cash-in-lieu of Commodities
- ☐ USDA donated foods (commodities)

Child Care Food Program Application – Page 3

14. Enter estimated percentages of the **ethnic** makeup of the **AREA** to be served:

Hispanic or Latino	Not Hispanic or Latino	Total
87 %	13 %	100%

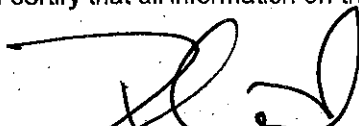
15. Enter estimated percentages of the **racial** makeup of the **AREA** to be served:

American Indian or Alaskan Native	White	Black/African American	Asian	Native Hawaiian or other Pacific Islander	Total
0 %	16 %	83 %	1 %	0 %	100%

16. Month(s) organization will NOT operate the Child Care Food Program in this fiscal year (check all that apply):

- ☐ October ☐ November ☐ December ☐ January ☐ February ☐ March
☐ April ☐ May ☐ June ☒ July ☐ August ☐ September

I certify that all information on the Application is true and correct.


 Signature of Authorized Representative

Phil Thornburg
 Printed Name

Parks and Recreation Director
 Title

6-27-14
 Date

Projected Earnings Worksheet

Auth # and/or Organization Name: City of Fort Lauderdale Parks and Rec Dept.

Requires User Input

Automatically Calculates

Please Answer these Questions

Enrollment	750	Number of children eligible for free meals
	138	Number of children eligible for reduced meals
	888	Number of children eligible for non-needy meals
		Total number of enrolled children (a+b+c)
Average Attendance per Day	775	(Cannot exceed total number of enrolled children)
Days Operating	22	Total number days operating (per month)
	11	Total number months operating per year
Put a "Y" in each category that applies:		
Y	Claiming Breakfast?	
	Claiming Morning Snack?	
	Claiming Lunch?	
	Claiming Afternoon Snack?	
	Claiming Supper?	
	Claiming Evening Snack?	
Total Number of Meals Served in One Month to Eligible Children		
(Number of Operating Days x Average Attendance per Day)		
0	Breakfast	
0	AM Snack	
0	Lunch	
17050	PM Snack	
0	Supper	
0	Evening Snack	

Rates

July 1, 2013 - June 30, 2014

Breakfast:

Free \$1.58

Reduced \$1.28

Non-Needy \$0.28

Lunch/Supper:

Free \$2.93

Reduced \$2.53

Non-Needy \$0.28

Snacks:

Free \$0.80

Reduced \$0.40

Non-Needy \$0.07

Cash-in-Lieu: \$0.2325

Now the Worksheet will do the Calculations (password protected - read only)

1) Calculation to Determine Percentage

Divide the number of eligible children in each category by the total number of children enrolled.

a. Number free	750	/ total enrolled	888	=	84.46%
b. Number reduced price	138	/ total enrolled	888	=	15.54%
c. Number nonneedy	0	/ total enrolled	888	=	0.00%
Total Percentage:					100.00%

2) Calculation to Determine Free/Reduced Distribution for each Meal Type

Multiply the category percentages calculated in step 1 by the number of meals served for each meal type.

Multiply that answer (the free/reduced distribution) by the current reimbursement rates.

Type Meal Category Percentage (Number 2) above multiplied by assigned meal reimbursement rate (password protected)

Breakfast	Category %	# Meals Served	# of Meals by Category	Rate	Reimbursement Amount
a. Free %	0.845	X	0	\$ 1.58	\$ -
b. Reduced Price %	0.155	X	0	\$ 1.28	\$ -
c. Nonneedy %	0.000	X	0	\$ 0.28	\$ -
Total Number of Breakfast Claimed					
0					
Lunch/Supper					
a. Free %	0.845	X	0	\$ 2.93	\$ -
b. Reduced Price %	0.155	X	0	\$ 2.53	\$ -
c. Nonneedy %	0.000	X	0	\$ 0.28	\$ -
Total Number of Lunches and Suppers Claimed					
0					
Snacks					
a. Free %	0.845	X	17050	\$ 0.80	\$ 11,520.27
b. Reduced Price %	0.155	X	17050	\$ 0.40	\$ 1,059.86
c. Nonneedy %	0.000	X	17050	\$ 0.07	\$ -
Total Number of Snacks Claimed					
17050					

Commodities Reimbursement*					
a. Lunch	0	X	0.2325	=	\$0.00
b. Supper	0	X	0.2325	=	\$0.00
\$0.00					

Projected Meal Earnings for One Month	\$	12,580.14
Total Projected Meal Earnings for One Year	\$	138,381.49

Projected Commodity Reimbursement for One Month	\$0.00
Projected Commodity Reimbursement for One Year	\$0.00

Total Projected Earnings for One Year	=	\$138,381.49
Projected Earnings Rounded for use in the Budget	=	\$138,381.00

Sponsor Administrative Cap	\$	20,757.22
----------------------------	----	-----------

The Sponsor Administrative Cap does not apply to independent contractors

*PLEASE NOTE: The cash-in-lieu-of-commodity payments received by an institution shall be used only to purchase food products that are produced in the United States for use in the program. Institutions must maintain sufficient records to document the proper use of these payments.

Florida Department of Health Child Care Food Program Budget

(for use by CCFP Sponsors of Affiliated Child Care Centers,
Afterschool Meals Programs and Homeless Children Nutrition Programs)

Refer to instructions on reverse side before completing this form. Use whole dollars only, no cents.

Organization Name: City of Fort Lauderdale Parks and Recreation Department Authorization #: _____

FOOD SERVICE (OPERATIONAL) COSTS	CCFP FUNDS (list amount)	OTHER FUNDS (list amount and source)	TOTALS
Food Purchases*	\$ 138,381		\$ 138,381
Food Service Labor and Benefits			\$ 0
Non-Contracted Purchased Services			\$ 0
Non-Food Supplies			\$ 0
Food Service Equipment			\$ 0
Transportation			\$ 0
Other (Includes Special Cost Items) Describe:			\$ 0
FOOD SERVICE (OPERATIONAL) COST TOTALS	\$ 138,381	\$ 0	\$ 138,381

ADMINISTRATIVE COSTS	CCFP FUNDS (list amount)	OTHER FUNDS (list amount and source)	TOTALS
Administrative Salaries and Benefits			\$ 0
Non-Contracted Purchased Services			\$ 0
Training			\$ 0
Travel			\$ 0
Rent and Utilities			\$ 0
Office Supplies			\$ 0
Other (Includes Special Cost Items) Describe:			\$ 0
ADMINISTRATIVE COST TOTALS <i>Administrative costs cannot exceed 15% of total projected earnings</i>	\$ 0	\$ 0	\$ 0

BUDGET TOTALS	CCFP FUNDS**	OTHER FUNDS	GRAND TOTAL***
	\$ 138,381	\$ 0	\$ 138,381

Check the source(s) of funds your organization has available to pay for potential over claims of CCFP reimbursement (choose at least one): ☐ Tuition/fees ☐ Savings ☒ Other (describe): _____
 City General Operating Fund

*It is recommended that food purchases equal or exceed 50% of the CCFP Funds Total.
 ** The CCFP Funds Total must equal the amount of Projected Earnings Rounded for use in the Budget on the PEW.
 ***This amount must equal or exceed the amount of Projected Earnings Rounded for use in the Budget on the PEW.

FOR DOH USE ONLY	
Approval Signature (Program Specialist) _____	Date _____
Approval Signature (DOH Headquarters) _____	Date _____

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number: A- _____
 Organization Name: City of Ft. Lauderdale -

1. Site Information:

Site Number: _____ Site Name: City of Fort Lauderdale - Croissant Park
 Street Address: 245 West Park Drive
 City: Ft. Lauderdale State: FL Zip: 33315 County: Broward
 Phone Number: (954) 828-6155 Extension: n/a Fax Number: () n/a

2. AMP Site Manager:

Salutation: Mrs First Name: Lisa Last Name: Thomas
 Title: Recreation Programmer II
 Phone Number: (954) 828-6155 Extension: n/a Fax Number: () n/a

3. Area Eligibility Information:

Name of School Croissant Park Elem. Year of DOH School List 3/2013
 % Free and Reduced 83.69 % Determination Date (Month/Year) 6/1/13

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? Yes ☐ No ☒

If yes, enter the organization's name: _____

6. Is site for-profit? Yes ☐ No ☒

7. Is site currently a child care center on the CCFP? Yes ☐ No ☒

If yes, enter current CCFP Authorization #: _____

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? Yes ☐ No ☐

9. Is site located in a school? Yes ☐ No ☒

If yes, does this site serve only the children who attend the school during the school day?
 Yes ☐ No ☒ (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

pending final inspections 7/2014

- ☒ License issued by state or local licensing agency – Attach current license
Capacity 98 License ID # 46171 Expiration Date 6/30/14
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday _____ Saturday _____ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) Note: A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

- | | | |
|---|--|----------------------------|
| <input type="checkbox"/> Breakfast (BR): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Morning Snack (MS): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Lunch (LU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input checked="" type="checkbox"/> Afternoon Snack (AS): | Start: <u>3 pm</u> Finish: <u>5 pm</u> | Start: _____ Finish: _____ |
| <input type="checkbox"/> Supper (SU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Evening Snack (ES): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No

If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under 98

b. Number of Afterschool Children age 13 to 18 15

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b) 113

d. Maximum Number of Children Allowed On-Site (at the same time) 98

e. Will the number of children served daily ever exceed the number listed in 13.d? ☒ Yes ☐ No

If yes, explain why: Teens may visit the park to receive snacks only. They are not enrolled in ASP.

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Race Totals: (Children can be counted in more than one race category)

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
40	58	98

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
0	49	48	1	0	98

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? _____ Yes _____ No

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Tommy Hall

Printed Name

Title

Recreation Program Coordinator

Date

6/26/14



Broward County
HUMAN SERVICES DEPARTMENT
Community Partnerships Division
Child Care Licensing and Enforcement Section
2995 North Dixie Highway • Fort Lauderdale, FL 33334
954-357-4800



LICENSE NO. 46171

Child Care/Pre-School License

Name of Facility
Address of Facility
Name of Owner
Telephone

CROISSANT PARK F.L.A.S.H.
245 WEST PARK DRIVE
FT. LAUDERDALE, FL 33315
CITY OF FT. LAUDERDALE
954-468-1487

X Education / Training

X Health / Safety / Sanitation / Nutrition

This license is valid on 7/1/2013 and expires on 6/30/2014

Full Day: NO
Half Day: NO
Before School Care: NO
After School Care: YES

Drop-In Care: NO
Night Care: NO
Weekend Care: NO
Summer Care: NO

Infant Care: NO
Transportation: NO
Food Served: YES
Pool: NO

License Fee \$146.66

Capacity 98

Ages 5 YRS. & UP

DIRECTOR
COMMUNITY PARTNERSHIPS DIVISION

SECTION MANAGER
CHILD CARE LICENSING AND ENFORCEMENT SECTION

CITY OF FORT LAUDERDALE

FIRE RESCUE DEPARTMENT

FIRE PREVENTION BUREAU
www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108
OFFICE: (954) 828-6370
FAX: (954) 828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: TETREAUULT 954 560-4086
INSPECTION DATE: 03/24/2014

ADDRESS: 245 W PARK DR

ZONE:100

OCCUPANT:SCHOOL BOARD OF BROWARD COUNTY ATTN

ACCOUNT: 05060013

VIOLATION(S)

9000

TO WIT:

No fire violations found at this time.

CORRECTIVE ACTION:

See towit text.

INSPECTION TYPE: RE11

INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

NOTE: A RE-INSPECTION WILL BE MADE:
NO VIOLATIONS AT THIS TIME

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL
RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: NA

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number: A-

Organization Name:

City of Ft. Lauderdale

1. Site Information:

Site Number: _____ Site Name: City of Fort Lauderdale - OSSWALD PARK
 Street Address: 2220 NW 21ST AVENUE
 City: Fort Lauderdale State: FL Zip: 33311 County: Broward
 Phone Number: (954) 828-0450 Extension: n/a Fax Number: (954) 497-1044

2. AMP Site Manager:

Salutation: MS. First Name: Sandra Last Name: Sullivan
 Title: Recreation Programmer II
 Phone Number: (954) 828-0455 Extension: n/a Fax Number: (954) 497-1044

3. Area Eligibility Information:

Name of School: Rock Island Elementary Year of DOH School List: 3/2013
 % Free and Reduced: 97.05 Determination Date (Month/Year): 10/1/2013

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? ☐ Yes ☒ No

If yes, enter the organization's name: _____

6. Is site for-profit? ☐ Yes ☒ No

7. Is site currently a child care center on the CCFP? ☐ Yes ☐ No

If yes, enter current CCFP Authorization #: _____

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? ☐ Yes ☐ No

9. Is site located in a school? ☐ Yes ☒ No

If yes, does this site serve only the children who attend the school during the school day?
☐ Yes ☐ No (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under 02

b. Number of Afterschool Children age 13 to 18 20

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b) 82

d. Maximum Number of Children Allowed On-Site (at the same time) 82

e. Will the number of children served daily ever exceed the number listed in 13.d? _____ Yes ☒ No

If yes, explain why: _____

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Race Totals: (Children can be counted in more than one race category)

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
2	83	85

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
	1	84			85

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? _____ Yes _____ No

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Printed Name

Title

Date

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

- ☐ License issued by state or local licensing agency – Attach current license
Capacity _____ License ID # _____ Expiration Date _____
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) **Note:** A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

- | | | |
|---|--|----------------------------|
| <input type="checkbox"/> Breakfast (BR): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Morning Snack (MS): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Lunch (LU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input checked="" type="checkbox"/> Afternoon Snack (AS): | Start: <u>3 pm</u> Finish: <u>5 pm</u> | Start: _____ Finish: _____ |
| <input type="checkbox"/> Supper (SU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Evening Snack (ES): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No

If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

CITY OF FORT LAUDERDALE

FIRE RESCUE DEPARTMENT

FIRE PREVENTION BUREAU
www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108
OFFICE: (954)828-6370
FAX: (954)828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: THOMAS CLEMENTS 954-914-5445
INSPECTION DATE: 04/18/2014

ADDRESS: 2220 NW 21 AVE

ZONE:31

OCCUPANT: CITY OF FT LAUDERDALE PKS & REC ASP

ACCOUNT: 08100011

VIOLATION(S)

9000

TO WIT:

No fire violations found at this time.

CORRECTIVE ACTION:

See towit text.

INSPECTION TYPE: ANN

INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

NOTE: A RE-INSPECTION WILL BE MADE:
NO FIRE VIOLATIONS FOUND AT THIS TIME

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL
RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: EMAIL

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number: A- _____

Organization Name: _____

City of Ft. Lauderdale

1. Site Information:

Site Number: _____ Site Name: City of Fort Lauderdale - Warfield Park
 Street Address: 1000 N. Andrews Avenue
 City: Fort Lauderdale State: FL Zip: 33304 County: Broward
 Phone Number: (954) 828 0120 Extension: _____ Fax Number: (954) 759-6899

2. AMP Site Manager:

Salutation: Mr. First Name: Archie Last Name: Jones
 Title: Recreation Programmer II
 Phone Number: (954) 828 0120 Extension: _____ Fax Number: (954) 759-6899

3. Area Eligibility Information:

Name of School Northside Elementary Year of DOH School List 3/2013
 % Free and Reduced 99.70 Determination Date (Month/Year) 10/1/2013

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? _____ Yes ☒ No

If yes, enter the organization's name: _____

6. Is site for-profit? _____ Yes ☒ No

7. Is site currently a child care center on the CCFP? _____ Yes _____ No

If yes, enter current CCFP Authorization #: _____

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? _____ Yes _____ No

9. Is site located in a school? _____ Yes ☒ No

If yes, does this site serve only the children who attend the school during the school day?
 _____ Yes _____ No (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

- ☐ License issued by state or local licensing agency – Attach current license
Capacity _____ License ID # _____ Expiration Date _____
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) Note: A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

- | | | |
|---|--|----------------------------|
| <input type="checkbox"/> Breakfast (BR): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Morning Snack (MS): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Lunch (LU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input checked="" type="checkbox"/> Afternoon Snack (AS): | Start: <u>3 pm</u> Finish: <u>5 pm</u> | Start: _____ Finish: _____ |
| <input type="checkbox"/> Supper (SU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Evening Snack (ES): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No

If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under 98

b. Number of Afterschool Children age 13 to 18 40

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b) 138

d. Maximum Number of Children Allowed On-Site (at the same time) 138

e. Will the number of children served daily ever exceed the number listed in 13.d? _____ Yes ☒ No

If yes, explain why: _____

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Race Totals: (Children can be counted in more than one race category)

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
	84	84

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
	2	82			84

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? _____ Yes _____ No

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Title

Printed Name

Date

CITY OF FORT LAUDERDALE
FIRE RESCUE DEPARTMENT
FIRE PREVENTION BUREAU
www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108
OFFICE: (954) 828-6370
FAX: (954) 828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: KUNZ, KARL 954 594-4498
INSPECTION DATE: 10/03/2013

ADDRESS: 1000 N ANDREWS AVE

ZONE: 63

OCCUPANT: CITY OF FORT LAUDERDALE

ACCOUNT: 00020034

VIOLATION(S)

9001
TO WIT: All fire violations from the Annual Fire Inspection Type on
08/02/2013 have been corrected at this time.

CORRECTIVE ACTION: See to wit text.

INSPECTION TYPE: RE12
INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

NOTE: A RE-INSPECTION WILL BE MADE:
ALL FIRE VIOLATIONS CORRECTED

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL
RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: HAND

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number: A-

Organization Name:

City of Ft. Lauderdale -

1. Site Information:

Site Number: _____ Site Name: City of Fort Lauderdale - Manors Park Lauderdale
 Street Address: 1340 Chateau Pk. Drive
 City: Ft. Lauderdale State: FL Zip: 33311 County: Broward
 Phone Number: (954) 828-5414 Extension: n/a Fax Number: (954) 847-2978

2. AMP Site Manager:

Salutation: Ms. First Name: Starretha Last Name: Ferguson
 Title: Recreation Programmer II
 Phone Number: (954) 828-5414 Extension: n/a Fax Number: (954) 847-2978

3. Area Eligibility Information:

Name of School Thurgood Marshall Elem. Year of DOH School List 3/2013
 % Free and Reduced 77.11% Determination Date (Month/Year) 6/1/2013

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? ☐ Yes ☒ No

If yes, enter the organization's name: _____

6. Is site for-profit? ☐ Yes ☒ No

7. Is site currently a child care center on the CCFP? ☐ Yes ☐ No

If yes, enter current CCFP Authorization #: _____

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? ☐ Yes ☐ No

9. Is site located in a school? ☐ Yes ☒ No

If yes, does this site serve only the children who attend the school during the school day?
☐ Yes ☐ No (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

pending final inspection on 7/20/14

- ☐ License issued by state or local licensing agency – Attach current license
Capacity _____ License ID # _____ Expiration Date _____
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) Note: A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

<input type="checkbox"/> Breakfast (BR):	Start: _____ Finish: _____	Start: _____ Finish: _____
<input type="checkbox"/> Morning Snack (MS):	Start: _____ Finish: _____	Start: _____ Finish: _____
<input type="checkbox"/> Lunch (LU):	Start: _____ Finish: _____	Start: _____ Finish: _____
<input checked="" type="checkbox"/> Afternoon Snack (AS):	Start: <u>3 pm</u> Finish: <u>5 pm</u>	Start: _____ Finish: _____
<input type="checkbox"/> Supper (SU):	Start: _____ Finish: _____	Start: _____ Finish: _____
<input type="checkbox"/> Evening Snack (ES):	Start: _____ Finish: _____	Start: _____ Finish: _____

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No

If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under 98

b. Number of Afterschool Children age 13 to 18 40

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b) 138

d. Maximum Number of Children Allowed On-Site (at the same time) 140

e. Will the number of children served daily ever exceed the number listed in 13.d? _____ Yes _____ No Yes

If yes, explain why: _____

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Race Totals: (Children can be counted in more than one race category)

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
	<u>62</u>	

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
	<u>2</u>	<u>61</u>			

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? _____ Yes _____ No

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Title

Printed Name

Date

Revised 5/2014

Page 3 of 4

QAM 4581231
EXHIBIT 1
Page 27 of 64

CITY OF FORT LAUDERDALE
FIRE RESCUE DEPARTMENT
FIRE PREVENTION BUREAU
www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108
OFFICE: (954) 828-6370
FAX: (954) 828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: WENDY D'AGOSTINO 954 594-4406
INSPECTION DATE: 02/05/2013

ADDRESS: 1340 CHATEAU PARK DR

ZONE: 32

OCCUPANT: SCHOOL BOARD OF BROWARD COUNTY ATTN
VIOLATION(S)

ACCOUNT: 23071475

3939
TO MTR:

See instructions.

CORRECTIVE ACTION:

No violations found at his time / Approved for continued
use
This report is to serve for Edith Robinson Christian School

INSPECTION TYPE: ANN

INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

NOTE: A RE-INSPECTION WILL BE MADE:
ANNUAL

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL
RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: PHTLIS

David Jensen

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number: A- _____

Organization Name: _____

City of Ft. Lauderdale

1. Site Information:

Site Number: _____ Site Name: City of Fort Lauderdale - Riverland Park
 Street Address: 950 S.W. 27 Avenue
 City: Ft. Lauderdale State: FL Zip: 33312 County: Broward
 Phone Number: (954) 321-5321 Extension: n/a Fax Number: (954) 321-1235

2. AMP Site Manager:

Salutation: _____ First Name: Ariadne Last Name: Ffrench
 Title: Recreation Programmer II
 Phone Number: (954) _____ Extension: n/a Fax Number: (954) 321-1235

3. Area Eligibility Information:

Name of School Riverland Elem Year of DOH School List 3/2013
 % Free and Reduced 96.02% Determination Date (Month/Year) 6/1/2013

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? _____ Yes ☒ No

If yes, enter the organization's name: _____

6. Is site for-profit? _____ Yes ☒ No

7. Is site currently a child care center on the CCFP? _____ Yes _____ No

If yes, enter current CCFP Authorization #: _____

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? _____ Yes _____ No

9. Is site located in a school? _____ Yes ☒ No

If yes, does this site serve only the children who attend the school during the school day?
 _____ Yes _____ No (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

pending final inspections 7/2014

- ☒ License issued by state or local licensing agency – Attach current license
Capacity _____ License ID # _____ Expiration Date _____
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) Note: A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

- | | | |
|---|--|----------------------------|
| <input type="checkbox"/> Breakfast (BR): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Morning Snack (MS): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Lunch (LU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input checked="" type="checkbox"/> Afternoon Snack (AS): | Start: <u>3 pm</u> Finish: <u>5 pm</u> | Start: _____ Finish: _____ |
| <input type="checkbox"/> Supper (SU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Evening Snack (ES): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No
If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under

98

b. Number of Afterschool Children age 13 to 18

50

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b)

148

d. Maximum Number of Children Allowed On-Site (at the same time)

150

e. Will the number of children served daily ever exceed the number listed in 13.d? Yes ☒ No

If yes, explain why: Non-enrolled teenagers visit site

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Race Totals: (Children can be counted in more than one race category)

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
28	49	77

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
0	6		0	0	

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? _____ Yes _____ No

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Title

Printed Name

Date

CITY OF FORT LAUDERDALE

FIRE RESCUE DEPARTMENT

FIRE PREVENTION BUREAU

www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108
OFFICE: (954)828-6370
FAX: (954)828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: KEVIN SUMNER 954 594-4440
INSPECTION DATE: 04/04/2013

ADDRESS: 950 SW 27 AVE

ZONE:44

OCCUPANT:CITY OF FORT LAUDERDALE

ACCOUNT: 23130669

VIOLATION(S)

9001 VIOLATIONS CORRECTED FROM ANNUAL ON 02/26/2013
TO WIT: All fire violations from the XXX INSPECTION TYPE XXX on
xx/xx/xxxx are corrected at this time.

CORRECTIVE ACTION: See towit text.

INSPECTION TYPE: REI2
INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

NOTE: A RE-INSPECTION WILL BE MADE:
VIOLATIONS CORRECTED

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL
RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: BY HAND

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number: A-

Organization Name:

City of Ft. Lauderdale

1. Site Information:

Site Number: _____ Site Name: City of Fort Lauderdale - Bass Park
 Street Address: 2750 NW 19th Street
 City: Fort Lauderdale State: FL Zip: 33311 County: Broward
 Phone Number: (954) 828 8498 Extension: _____ Fax Number: (954) 739 9147

2. AMP Site Manager:

Salutation: MS, First Name: Chiketa Last Name: Ponder
 Title: Recreation Programmer II
 Phone Number: (954) 828 8498 Extension: _____ Fax Number: ()

3. Area Eligibility Information:

Name of School: Rock Island Elementary Year of DOH School List: 3/2013
 % Free and Reduced: 97.05 % Determination Date (Month/Year): 10/1/2013

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? Yes ☐ No ☒

If yes, enter the organization's name: _____

6. Is site for-profit? Yes ☐ No ☒

7. Is site currently a child care center on the CCFP? Yes ☐ No ☐

If yes, enter current CCFP Authorization #: _____

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? Yes ☐ No ☐

9. Is site located in a school? Yes ☐ No ☒

If yes, does this site serve only the children who attend the school during the school day?

Yes ☐ No ☐ (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

pending final inspections 7/2014

- ☒ License issued by state or local licensing agency – Attach current license
Capacity _____ License ID # _____ Expiration Date _____
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) Note: A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

- | | | |
|---|--|----------------------------|
| <input type="checkbox"/> Breakfast (BR): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Morning Snack (MS): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Lunch (LU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input checked="" type="checkbox"/> Afternoon Snack (AS): | Start: <u>3 pm</u> Finish: <u>5 pm</u> | Start: _____ Finish: _____ |
| <input type="checkbox"/> Supper (SU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Evening Snack (ES): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No

If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under 100

b. Number of Afterschool Children age 13 to 18 50

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b) 150

d. Maximum Number of Children Allowed On-Site (at the same time) 150

e. Will the number of children served daily ever exceed the number listed in 13.d? Yes ☒ No ☐

If yes, explain why: _____

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
	150	150

Race Totals: (Children can be counted in more than one race category)

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
		150			150

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? Yes ☐ No ☐

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Tommy Hall

Printed Name

Title

Recreation Program Coordinator

Date

6/26/14

CITY OF FORT LAUDERDALE

FIRE RESCUE DEPARTMENT

FIRE PREVENTION BUREAU
www.fortlauderdale.gov

N.W. 2nd Street
Lauderdale, FL 33311-9108
ICE: (954) 828-6370
: (954) 828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: THOMAS CLEMENTS 954-914-5445
INSPECTION DATE: 05/09/2014

ADDRESS: 2750 NW 19 ST

ZONE: 31

PROPERTY: CITY OF FT LAUDERDALE PKS & REC ASP

ACCOUNT: 23152127

VIOLATION(S)

01

WIT:

All fire violations from the annual made on 4/8/14 are
corrected at this time.

CORRECTIVE ACTION:

See towlt text.

INSPECTION TYPE: REIL

INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): P

: A RE-INSPECTION WILL BE MADE:
VIOLATIONS CORRECTED AT THIS TIME

NO FURTHER ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.
CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL
INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.
VIOLATIONS MAY BE REQUIRED TO CORRECT VIOLATIONS.
CHARGED FOR EACH SUBSEQUENT INSPECTION.

NOTIFICATION: EMAIL

Florida Department of Health

Child Care Food Program

Afterschool Meals Program Site Information

Authorization Number:

A-

Organization Name:

City of Ft. Lauderdale

1. Site Information:

Site Number:

Site Name:

City of Fort Lauderdale - Carter Park

Street Address:

1450 W. Sunrise Boulevard

City:

Fort Lauderdale

State:

FL

Zip:

33311

County:

Broward

Phone Number:

(954) 828-5411

Extension:

Fax Number:

(954) 468-1515

2. AMP Site Manager:

Salutation:

Mr.

First Name:

Jason

Last Name:

Seiznick

Title:

Recreation Programmer II

Phone Number:

(954) 828-4542

Extension:

Fax Number:

(954) 486-1515

3. Area Eligibility Information:

Name of School

Sunland Park Elementary

Year of DOH School List

3/2013

% Free and Reduced

99.38%

Determination Date (Month/Year)

10/1/2013

4. List the educational and/or enrichment activities provided at this site:

Homework Assistance, STEM (Science, Technology, Engineering, Math) Classes, Nutrition, Fitness, Climatology, Cultural Arts

5. Will an organization other than your own provide the child care and educational/enrichment activities at this site? Yes ☐ No ☒

If yes, enter the organization's name:

6. Is site for-profit?

Yes

No ☒

7. Is site currently a child care center on the CCFP?

Yes

No

If yes, enter current CCFP Authorization #:

8. Is site a church/synagogue/temple/mosque that meets the IRS requirements to be exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code? Yes ☐ No ☐

9. Is site located in a school?

Yes

No ☒

If yes, does this site serve only the children who attend the school during the school day?

Yes ☐ No ☐ (Note: If No, the site must be licensed or have an official letter from the licensing agency stating it is not required to be licensed per F.A.C. 65C-22.008(c)2,3, or 4)

Afterschool Meals Program Site Information – Page 2

10. Licensure Information: (Check only one)

pending final inspections 7/2014

- ☒ License issued by state or local licensing agency – Attach current license
Capacity _____ License ID # _____ Expiration Date _____
- ☐ Religious-Exempt from state or local licensure – Attach current accreditation
Capacity _____ Accreditation ID # _____ Expiration Date _____
- ☐ Not required to be licensed per the state or local licensing agency – Attach official letter issued by the state or local licensing agency for the site unless previously submitted to DOH (Note: School sites not required to be licensed per F.A.C. 65C-22.008(c)1 do not need to attach a letter.)
Expiration Date (if specified in letter) _____

11. Site Operational Information:

a. Program Operating Hours:

Weekday Hours (M-F): Begins: 2:00 pm Ends: 6:00 pm

Weekend Hours (Sat/Sun) if applicable: Begins: n/a Ends: n/a

b. Current School Year: Start Date: 8/18/14 End Date: 6/4/14

12. AMP Meal Service Information:

a. Days of the Week Meals will be Claimed:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

b. Meal Types and Meal Service Times: (Check meal types that will be claimed to the AMP and list corresponding meal service times for weekday and/or weekend meal services) Note: A site can be approved to claim up to one meal and one snack per child per day. When multiple meal types will be claimed on the Afterschool Meals Program, at least 1 hour must elapse between the end of a meal/snack service and the beginning of the next. Maximum length of time per meal/snack service is 2 hours.

Meal Types

Weekday (M-F) Meal Times:

Weekend (Sat/Sun) Meal Times:

- | | | |
|---|--|----------------------------|
| <input type="checkbox"/> Breakfast (BR): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Morning Snack (MS): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Lunch (LU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input checked="" type="checkbox"/> Afternoon Snack (AS): | Start: <u>3 pm</u> Finish: <u>5 pm</u> | Start: _____ Finish: _____ |
| <input type="checkbox"/> Supper (SU): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |
| <input type="checkbox"/> Evening Snack (ES): | Start: _____ Finish: _____ | Start: _____ Finish: _____ |

c. Will any meal services be conducted at times different from what is listed above? _____ Yes ☒ No

If yes, list the specific meal types, days, start/finish times, and reason for each alternate meal service:

(Item # 12 is continued on the next page.)

Afterschool Meals Program Site Information – Page 3

d. Method(s) of Meal Service: Check each method of meal service that will be used. For each method checked, directly below it circle the meal types that will be prepared using that method. See meal type abbreviations in # 12.b.

☐ Site prepares meals on-site (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site receives meals from another site or central preparation site owned by the sponsor (contract not required)

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with local public school system

Circle all that apply: BR MS LU AS SU ES

☐ Site or sponsor contracts with another approved CCFP site with which it is not affiliated

Circle all that apply: BR MS LU AS SU ES

☒ Site or sponsor contracts with registered caterer

Circle all that apply: BR MS LU AS SU ES

13. Enrollment Information:

a. Number of Afterschool Children age 12 and under 09

b. Number of Afterschool Children age 13 to 18 50

c. Total Afterschool Children enrolled (Sum of 13.a plus 13.b) 119

d. Maximum Number of Children Allowed On-Site (at the same time) 200

e. Will the number of children served daily ever exceed the number listed in 13.d? _____ Yes ☒ No

If yes, explain why: _____

14. Record the number of afterschool children in attendance by ethnicity and race: (Each child must be counted as either Hispanic or Non-Hispanic and must be counted in at least one race category.)

Ethnicity Totals:

Race Totals: (Children can be counted in more than one race category)

Hispanic or Latino +	Not Hispanic or Latino +	= Ethnicity Total
5	105	110

American Indian or Alaskan Native +	White +	Black or African American +	Asian +	Native Hawaiian or other Pacific Islander +	= Race Total
	2	108			

The following questions are to be completed by Public School District Sponsors only:

15. Meal Pattern Used at Site: (check one only) _____ CCFP or _____ NSLP

16. Will Site Implement Offer vs. Serve? _____ Yes _____ No

TO BE COMPLETED BY ALL CONTRACTORS:

I certify that all information on this Site Information Form is true and correct.

Signature of Authorized Representative

Tommy Hall

Printed Name

Title

Recreation Program Coordinator

Date

6/26/14

CITY OF FORT LAUDERDALE

FIRE RESCUE DEPARTMENT

FIRE PREVENTION BUREAU

www.fortlauderdale.gov

528 N.W. 2nd Street
Fort Lauderdale, FL 33311-9108

OFFICE: (954)828-6370

FAX: (954)828-5338

INSPECTION REPORT

INSPECTOR CONTACT INFORMATION: WENDY D'AGOSTINO 954 594-4406

INSPECTION DATE: 09/09/2013

ADDRESS: 1450 W SUNRISE BLVD

ZONE:35

OCCUPANT:CITY OF FORT LAUD PARKS & REC ASP

ACCOUNT: 23208960

VIOLATION(S)

NFPA 1:50.5.2.1

TO WIT:

The hood fire suppression system has not been inspected and tagged by a state licensed company within the past 6 months.

CORRECTIVE ACTION:

Have the hood fire suppression system inspected and tagged by a state licensed company.

NFPA 101:7.9.2.1

TO WIT:

The emergency light does not illuminate as designed.

CORRECTIVE ACTION:

Repair the emergency light to illuminate as designed.

INSPECTION TYPE: ANN

INSPECTION RESULT (P=Passed, F=Failed, C=Cancelled, I=Incomplete): F

NOTE: A RE-INSPECTION WILL BE MADE:

PRE-LIC

PROMPT ACTION SHALL BE TAKEN TO CORRECT ABOVE INDICATED VIOLATIONS.

IF CORRECTIONS ARE NOT MADE UPON RE-INSPECTION, AN ADDITIONAL

RE-INSPECTION FEE WILL BE CHARGED FOR EACH SUBSEQUENT INSPECTION.

PERMITS MAY BE REQUIRED TO CORRECT VIOLATIONS.

CHARGED FOR EACH SUBSEQUENT INSPECTION.

SIGNATURE: BARBARA



**STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF CHILDCARE FOOD PROGRAMS**

**Child Care Food Program (CCFP)
Permanent Contract**

IDENTIFICATION OF CONTRACTING PARTIES: This Permanent Contract (Contract) is entered into consistent with the terms and representations provided in the Contractor's application requesting participation in the Child Care Food Program (CCFP). The Contract is therefore, under those conditions, executed by:

**The State of Florida
Department of Health
Bureau of Childcare Food Programs
(Department)
BIN #A-17, 4052 Bald Cypress Way, Tallahassee, Florida 32399-1727**

with

The Contractor Identified on Page 16 of This Contract

Contractors shall maintain this Contract with their CCFP records. Contractors are required to retain most CCFP records for at least three years after termination from the Program. Certain records are required to be retained longer. Records related to an ongoing audit must be retained until the audit is complete, even if longer than the standard retention period.

Florida Department of Health
CHILD CARE FOOD PROGRAM
PERMANENT CONTRACT
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CHILD CARE FOOD PROGRAM PERMANENT CONTRACT

THIS PERMANENT CONTRACT is entered into between the State of Florida, Department of Health, (Department) administering the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CFDA# 10.558), codified in Florida at Section 383.011(1)(i), Florida Statutes, and known as the Child Care Food Program (CCFP or Program), and the organization identified as the Contractor on page 16 of this Contract. This Contract shall supersede all previous communications, representations, contracts, or agreements, either verbal or written between the parties.

THE PARTIES AGREE:

CONTRACTOR ENCOURAGED TO SEEK LEGAL COUNSEL

1. This CCFP Permanent Contract is a legal binding agreement between the Contractor and the Department. Entering into this Contract may affect the Contractor's rights and responsibilities under Florida law. It is therefore most likely that the Contractor will have individual legal concerns that are best addressed by an attorney representing that Contractor's interests.

2. The Department is not permitted to nor will it provide legal advice regarding this Contract. The Department is only permitted to describe the various terms, conditions, and functions of the requirements within the Contract. The Department may not advise the Contractor as to the Contractor's rights under the Contract's provisions. No verbal representations regarding this Contract shall have force or effect regardless of the source of that representation unless reduced to writing and implemented consistent with the terms of this Contract.

3. Violation of the terms of this Contract could lead to disqualification. If a contractor falsifies program records, such action is considered submission of a false or fraudulent claim and a serious violation of the CCFP and this Contract. A violation of a Program requirement is also a violation of this Contract. In each instance if the violation is proven such action may result in disqualification from the Program for seven years.

I. THE CONTRACTOR AGREES TO:

A. PROVIDE SERVICES IN ACCORDANCE WITH CONTRACT

Provide services in accordance with this Contract and governing state and federal law, and to comply with any state or federal rules, regulations, instructions, policies, procedures, and manuals used by the Department in its administration of the CCFP.

B. ACCEPT FINAL ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY

Accept final administrative and financial responsibility for total CCFP operations governed by this Contract.

C. COMPLY WITH GOVERNING LAWS, RULES, REGULATIONS, AND POLICIES

1. The terms and conditions of this Contract, including Attachments 1, 2 and 3 to this Contract and all applicable rules, regulations, instructions, policies, procedures and manuals.

2. Florida Law. This Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

3. Florida Department of Health, Bureau of Childcare Food Programs (CCFP) manuals and guides, as though fully set forth herein, with which the Contractor hereby agrees to comply as a condition of this Contract. The Contractor shall comply with the following manuals and guides as applicable: the Procedure Manual for Sponsors of Unaffiliated Centers; the Procedure Manual for Sponsors of Day Care Homes; the Procedure Manual for Sponsors of Affiliated Centers; the Procedure Manual for Independent Child Care Centers; the Procedure Manual for Afterschool Snack Programs; the Financial Management Guide; A Guide to Crediting Foods; Feeding Infants in the Child Care Food Program; the Eligibility Guide for Child Care Centers; Catering Contract Guidance; Prospective Contractor Training for Child Care Centers; Prospective Contractor Training for the Afterschool Nutrition Program; Prospective Contractor Training for the Homeless Children Nutrition Program; Sponsor Oversight Responsibilities for Sponsors of Day Care Homes; Sponsor Oversight Responsibilities for Sponsors of Unaffiliated Child Care Centers; Sponsor Oversight Responsibilities for Sponsors of Afterschool Nutrition Programs; and Sponsor Oversight Responsibilities for Sponsors of Homeless Children Nutrition Programs.

4. Federal Law

a. As though fully set forth herein, all CCFP rules, regulations, instructions, policies, procedures and manuals used by the Department in its administration of the CCFP, including but not limited to applicable provisions of: Title 7 Code of Federal Regulations Part 226, "Child and Adult Care Food Program"; Office of Management and

Budget Circular A-21, "Cost Principles for Educational Institutions"; Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations"; Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; USDA Food and Nutrition Service Instruction 796-2, Revision 3 and subsequent revisions; Title 7 Code of Federal Regulations Part 3015, "Uniform Federal Assistance Regulations"; and Title 7 Code of Federal Regulations Part 3016, "Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments"; Title 7 Code of Federal Regulations Part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and Title 7 Code of Federal Regulations Part 3052, "Audits of States, Local Governments, and Non-Profit Organizations."

b. The Contractor hereby agrees and assures that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C §2000d et seq.) Title IX of the Education Amendments of 1972, (20 U.S.C. §1681 et seq.) as amended, Section 504 of the Rehabilitation Act of 1973, (29 U.S.C., §794) as amended, the Age Discrimination Act of 1975, (42 U.S.C. §6101 et seq.) as amended, and all requirements imposed by the regulations of the U.S. Department of Agriculture (Title 7 Code of Federal Regulations Part 15); Department of Justice Enforcement Guidelines, (Title 28 Code of Federal Regulations Part SO.3, 42 and 50); and USDA, Food and Nutrition Service directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this Contract. Contractors who are also sponsors further agree to ensure compliance with these requirements at each of their sponsored facilities.

(1) This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use federal property or interest in such property, or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Contractor by the USDA.

(2) This assurance also incorporates any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this Contract.

(3) By executing this Contract, the Contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Contract are authorized to sign this assurance on the behalf of the Contractor.

c. If reimbursements paid to the Contractor exceed \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations of the above to the Department. If reimbursements paid to the Contractor exceed \$100,000, the Contractor's execution of this Contract shall serve as its certification that it will not and has not used CCFP funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of congress in connection with this Contract pursuant to Title 31 United States Code Section 1352.

d. The Contractor shall not employ unauthorized aliens.

(1) The Contractor agrees to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of:

(a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida;

(b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Contract;

(2) The Department shall consider employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act.

e. The Contractor shall comply with the Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, child care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. MAINTAIN AND ALLOW AUTHORIZED ACCESS TO ALL RECORDS OF CCFP OPERATIONS

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract.

2. To maintain its current month's and prior 12 month's records of CCFP claims and reports in separate monthly file folders containing an original of all receipts and an original or copy of all other monthly records supporting the Contractor's CCFP claim for each designated month. These records shall be available for review, audit, and copying at the Contractor's operational location within one hour of written or verbal request.

3. To retain all program related records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of three (3) years after expiration or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until final resolution of the audit findings or any litigation relating to the audit findings or any action subject to administrative review. Any records retained, regardless of the time retained, shall be subject to inspection, copying, audit, and review. If the Contractor is a day care home sponsor that Contractor must retain records for all disqualified day care home providers for 10 years after disqualification.

4. Upon expiration or termination of this Contract and at the request of the Department, the Contractor will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in subparagraph 3 of this section. The Contractor agrees to maintain the records for the requisite period, even if this Contract is terminated or if the Contractor has ceased operations.

5. To ensure that all records shall be available for copying, inspection, review, or audit, during any hours that the Contractor is open for business, but at minimum between the hours of 8 a.m. and 5 p.m.

a. Ensure that all records applicable to the current month and prior 12 months of operation are available on-site, in paper form, for inspection, copy, review, or audit.

b. Maintain all CCFP records at the site at which the Contractor provides program services and/or at the Contractor's sponsoring organization office, as appropriate to the type of record maintained.

c. Provide access to records within one hour of formal request to:

(1) Employees of the Department, United States Department of Agriculture, Florida Department of Law Enforcement, Florida Department of Financial Services, Division of Public Assistance Fraud, and Early Learning Coalitions upon presentation of appropriate photo identification; and

(2) Other authorized individuals who the Department designates in writing upon presentation of that designation and proper photo identification.

6. Permit employees of the Department, United States Department of Agriculture, Florida Department of Law Enforcement, or Florida Department of Financial Services, Division of Public Assistance Fraud to take physical possession of any CCFP records, or equipment containing such records and any other records maintained on equipment used in the CCFP, upon presentation of photo identification.

7. Upon presentation of appropriate photo identification, the Contractor shall grant appropriately designated individuals full access to all program related records, financial records, supporting documents, statistical records, any of the Contractor's contracts and any other documents (including electronic storage media) pertinent to this Contract, regardless of the form in which kept, at all reasonable times, and all reasonable places, for as long as records are retained. Individuals granted access pursuant to the terms of this Contract and this provision shall include employees of the Department, those individuals authorized in writing by the Department, personnel of the United States Department of Agriculture, Florida Department of Law Enforcement, Florida Department of Financial Services, Division of Public Assistance Fraud, representatives of Early Learning Coalitions, and federal auditors pursuant to Title 45 Code of Federal Regulations, Part 92.

E. PROVIDE REQUIRED AUDIT RECORDS

1. A not-for-profit organization or non-federal governmental entity that expends Federal awards, including CCFP reimbursements, of \$500,000 or more in its fiscal year, shall assure that a single or program-specific audit is conducted in accordance with the provisions of Office of Management and Budget Circular A-133, as revised. The Contractor agrees to:

a. Annually complete a determination regarding which audit requirements it must meet in accordance with Office of Management and Budget Circular A-133, as revised;

b. When an audit is required, ensure that the audit is ordered and completed consistent with the requirements of Office of Management and Budget Circular A-133, as revised, and Attachment 3 to this Contract;

c. Submit copies of audit reports for audits conducted in accordance with Office of Management and Budget Circular A-133, as revised, whether required or voluntary, to the Department according to the requirements stated in Attachment 3 to this Contract.

2. In connection with the audit requirements addressed in subparagraph 1 of this section, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of Office of Management and Budget Circular A-133, as revised as though fully set forth herein, and shall make all records relating to the audit, including but not limited to accountant work papers and findings, available to the Department for inspection and copying.

F. PROPERLY DISBURSE CCFP REIMBURSEMENT FUNDS RECEIVED

1. Use CCFP reimbursement funds only to pay for allowable CCFP costs;

2. Pay all supplier or subcontractor invoices, for CCFP claimed costs, by the earlier of payment due date or within five business days after receipt of CCFP reimbursement; and

3. If it is a sponsor of day care homes or sponsor of unaffiliated child care centers, disburse reimbursements to sponsored facilities within five business days of receipt of reimbursement from the Department. The date the sponsor receives the direct deposit notice or check in the mail is the date reimbursement is considered received from the Department.

G. SUBMIT DOCUMENTS TO THE DEPARTMENT

1. In addition to any documents required to be submitted to the Department in compliance with state and federal law, the Contractor agrees to submit any receipts, invoices, documentation, or other evidence that the Department in its sole discretion deems necessary to evaluate the validity of any and all claims for reimbursement submitted by the Contractor. Such requirement for documentation may also require the Contractor to submit documentation prior to payment of any claim; any claim or portion thereof that is not supported by documents requested by the Department in writing shall be disallowed.

2. The Contractor shall provide any and all information requested by the Department which the Department deems necessary in its sole discretion to evaluate an application to participate in the CCFP or an application to renew its participation in the CCFP or to evaluate a Contractor's performance in the CCFP, including but not limited to, documents which the Department determines are necessary to evaluate the applicant's or the Contractor's financial viability, administrative capability and program accountability.

3. The Contractor shall provide written notice to the Department within five business days of:

a. Any change to the Contractor's official mailing address to which all legal notices and other correspondence shall be directed. The Contractor shall be bound by all records mailed to that address for purposes of enforcement proceedings regarding this Contract;

b. Any change to the Contractor's street address (physical location) where CCFP services are being provided;

c. Any change in the Contractor's Federal Employer Identification Number (FEIN) or legal name or doing-business-as (DBA) name;

d. Any change in the Contractor's responsible principals and responsible individuals certification. This written notice shall include:

(1) Notification of any change in a previously identified principal's or individual's status that would render that person unqualified to continue to serve.

(2) Notification of any convictions of a Contractor's responsible principals or responsible individuals (any person who holds a management position with the Contractor, owners, officers or members of the board of directors) for crimes indicating a lack of business integrity. Such designated crimes shall include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity; and

(3) The Contractor's proposed personnel change to remove or otherwise disqualify the principal(s) and/or responsible individual(s) from participation in the CCFP.

4. For the purpose of annual certification of continued participation in the Program, the Contractor shall:

a. Submit to the Department information required pursuant to CCFP regulations;

b. Submit to the Department, upon request, additional records and information the Department deems necessary to substantiate the Contractor's continued eligibility to participate in the CCFP for the coming year or;

c. If the Contractor chooses not to comply with the annual certification requirements, voluntarily withdraw from the CCFP by the date specified by the Department unless currently under a Notice of Serious Deficiency. Failure to comply with annual certification requirements or voluntarily withdraw from the CCFP will result in non-punitive termination of this Contract without appeal, unless currently under a Notice of Serious Deficiency.

H. OBTAIN PRIOR DEPARTMENTAL APPROVAL OF CONTRACTOR'S OPERATIONS

1. A Contractor serving as a CCFP sponsor of any facility with which the Contractor has no affiliation shall obtain prior written approval from the Department for all salaries and benefits funded by CCFP reimbursements. Salaries and benefits must be reasonable, prudent, and necessary for the furtherance of the CCFP in addition to being in compliance with federal law. The reasonableness of salaries and benefits shall be determined by the Department after its review of the Contractor's operations or anticipated operations and shall not exceed those salaries and benefits generally made available to non-profit corporation employees and officers in the same geographical area for similar services. The determination of reasonable, prudent, and necessary salaries and benefits shall be at the Department's sole discretion.

2. A Contractor serving as a CCFP sponsor of any facility with which the Contractor has no affiliation shall not employ staff or officers or directors who are related by blood or marriage without the prior written approval of the Department. Any such approval will be granted only upon written documentation of extraordinary circumstances and shall only be granted for the shortest period of time necessary to address the justifying circumstances.

3. The Contractor shall submit budgets and budget amendments that are reasonable, prudent, necessary, and allowable in accordance with Food and Nutrition Service (FNS) Financial Management Instruction 796-2, Revision 3 and subsequent revisions, for the furtherance of the CCFP. The determination of reasonable, prudent, necessary, and allowable budget items and amounts shall be at the Department's sole discretion. All budgets and budget amendments shall require the Department's prior written approval. No more than four budget amendments may be filed in any federal fiscal year unless the Contractor is able to show good cause why additional amendments are required due to expenses that could not be reasonably anticipated and handled through the allowed number of amendments. The determination of good cause shall be at the Department's sole discretion.

4. The Contractor shall comply with program meal requirements as specified by 7 CFR §226.20. Failure to meet Program specifications shall subject the Contractor to issuance of a warning letter, require the Contractor provide a corrective action plan, subject the Contractor to additional documentation required (ADR) claims procedures, Notice of Serious Deficiency, proposed termination, and disqualification.

5. Contractors providing services in accordance with this Contract hereby agree that they shall not during that same period provide services to CCFP contractors or facilities as a registered caterer with the Florida Department of Health. Contractors attempting to simultaneously perform services under this Contract and also as a registered caterer with the Florida Department of Health shall be in violation of the terms of this Contract and may be subject to disqualification.

6. Contractors agree that they shall not assign or pledge current or future CCFP operational reimbursement funds or equipment procured with CCFP funds as collateral of any kind for a loan, line of credit, or for a repayment plan for unpaid debts.

I. MONITORING, COMPLIANCE AND REVIEW PROCEDURES

1. The Contractor agrees to submit to monitoring, compliance reviews and subsequent administrative and criminal penalties that may apply, to include:

a. Reviews of audits conducted in accordance with Office of Management and Budget Circular A-133, as revised; and

b. Monitoring procedures by the Department that may include, but are not limited to, on-site visits by Department staff or contracted entities on behalf of the Department, limited scope audits as defined by Office of Management and Budget Circular A-133, as revised, and/or other procedures or audits deemed necessary in the sole discretion of the Department to evaluate program operations.

2. The Contractor agrees to comply and cooperate with any:

a. Monitoring procedures/processes deemed appropriate by the Department;

b. Additional instructions provided by the Department to the Contractor upon the Department's determination that an audit or a limited scope audit of the Contractor is appropriate; and

c. Inspections, reviews, investigations, or audits deemed necessary by the Department, or the State of Florida's Comptroller or Auditor General.

3. Any Contractor serving as a CCFP sponsor shall monitor each sponsored facility and ensure its compliance with the requirements of state and federal rules, regulations, policies, instructions, procedures, and manuals. Contractor personnel responsible for monitoring must carry photo identification demonstrating their relationship to the sponsoring organization and present it upon request.

4. Regarding inspections and regulatory actions the Contractor agrees:

a. To permit persons authorized by the Department to inspect any records, papers, documents (including electronic storage media), facilities, and/or goods and services of the Contractor which are relevant to this Contract, and/or to interview any clients and employees of the Contractor.

b. That any inspections or monitoring visits of the Contractor's facility or of the Contractor's records shall be made to assure the Department of the satisfactory performance of the terms and conditions of this Contract. The Contractor agrees that such visits, reviews, or inspections may be announced or unannounced.

c. To acknowledge site review findings by providing an authorized signature on the site review form upon completion of the specific site review. Failure to acknowledge such findings or provide exceptions at the time of the site review shall be grounds for Notice of Serious Deficiency.

d. To accept the Department's written report of findings regarding the Contractor's performance or compliance with the terms of this Contract.

e. To provide its written response to the Department's written report of findings within the period specified in the Department's notice of required corrective action.

f. That the Department, at its sole and exclusive discretion, may or may not accept the Contractor's corrective actions. The Contractor agrees to respond to all requests for modification of the Contractor's proposed corrective actions as specified by the Department. The Contractor agrees that it shall correct all noted deficiencies identified by the Department consistent with a Department approved Corrective Action Plan (CAP) within the specified period of time set forth in the Contractor's CAP.

g. That the Contractor's failure to submit an acceptable CAP to the Department within the timeframe provided in the Department's notice, or failure to correct noted deficiencies, or failure to fully and permanently maintain implemented corrective action may, at the sole and exclusive discretion of the Department, result in:

(1) The Contractor being deemed in breach or default of this Contract;

(2) Suspension of program participation;

(3) Withholding of payment to the Contractor by the Department;

(4) Termination of this Contract for cause; and

(5) The Contractor and the Contractor's responsible principal(s) and responsible individual(s) being disqualified from participation in the CCFP and listed on the USDA National Disqualified List.

h. That the Contractor's failure to implement and maintain an approved corrective action(s) shall result in contract termination and disqualification and listing the Contractor, and the Contractor's responsible principal(s) and responsible individual(s) on the USDA National Disqualified List.

i. That the Contractor's exclusive means of challenging the Department's determination of acceptable CAP submission, successful correction of deficiencies, suspension, and/or proposed termination and entry of named parties on the USDA National Disqualified List shall be the review procedures provided pursuant to the terms of this Contract and Title 7 Code of Federal Regulations, Part 226.

5. Upon termination or expiration of this Contract, for a period of three years from the end of the federal fiscal year in which the Contract is terminated or expires, the Contractor agrees to:

a. Maintain all CCFP records and program related records, unless instructed by the Department to maintain those records for a longer period of time;

b. Maintain all records pertaining to any unresolved audit or review for a minimum of three fiscal years plus the current fiscal year or until all outstanding issues are resolved; and

c. Submit to the Department's authority regarding the issue and determination of a serious deficiency. Failure to respond or successfully resolve any Notice of Serious Deficiency may result in the Contractor and its responsible individual(s) and responsible principal(s) being added to the USDA National Disqualified List pursuant to the requirements of Title 7 Code of Federal Regulations Part 226.6.

J. DEPARTMENT AUTHORITY TO SEEK OTHER ACTIONS AT LAW

1. The Contractor agrees that administrative and criminal penalties may apply to violation of the terms of this Contract.

2. The Contractor hereby acknowledges that any monitoring or review, whether performed by the Department, the United States Department of Agriculture, the Florida Department of Law Enforcement, the Florida Department of Financial Services, Division of Public Assistance Fraud or by another entity authorized by the Department may result in the initiation of criminal charges and that the Department will actively cooperate and assist in such criminal prosecution.

3. The CCFP sanctions for Contractor violations shall not be construed as excluding or replacing any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance; and

4. The CCFP sanctions do not limit or replace the authority of the USDA, Comptroller General, or Department to seek damages, or civil or criminal action;

5. Nothing in this Contract precludes the Department from obtaining damages as well as any other remedy authorized by law as a result of the Contractor's breach of this Contract or violation of applicable federal and state rules and regulations pertaining to the CCFP.

K. INDEMNIFICATION

1. Indemnification is not applicable as to the Department in contracts executed between the Department and state agencies or subdivisions, as defined in Section 768.28, Florida Statutes, or between the Department and federal agencies or sovereign American Indian nations. However, such indemnification provisions shall apply to the Contractor in subparagraphs 2 and 3 of this section.

2. The Contractor shall be liable for and shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omission by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

3. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) days after such notice by the Department is given by certified mail, equivalent delivery service, e-mail or facsimile transmission. Only adjudication or judgment after highest appeal is exhausted specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor of the above duty to defend.

L. ASSIGNMENTS AND SUBCONTRACTS

1. The Contractor agrees:

a. It shall be responsible for the administration and financial management of its operation;

b. It shall not enter into any subcontracts or agreements affecting the Program subsequent to the execution of this Contract without the Department's prior written approval;

c. If it intends to enter into any Program related subcontracts it shall:

(1) Provide the Department written notice of the intended subcontract. That notice shall include the name of the intended subcontractor, the name of its principal owners, the intent of the contract and the estimated total value of that contract;

(2) Provide the Department any required budget updates reflecting the proposed subcontractor's expense for evaluation;

(3) Not enter into the requested subcontract until approved by the Department; and

(4) Not pursue a subcontractor relationship in support of this Contract should the Department not approve such subcontract.

2. The Contractor agrees that the Department shall not approve any subcontract for CCFP management functions, including but not limited to, program financial management, eligibility review and approval, preparation and maintenance of enrollment rosters, tiering determinations, monitoring, and submission of claims for reimbursement.

3. Approval or disapproval of CCFP related subcontracts shall be at the sole discretion of the Department. Any Program related subcontract not approved by the Department shall be null and void as to the provisions of this Contract and the Department's responsibility to reimburse any costs for the unauthorized subcontract support of the Contractor's operations.

4. The Contractor shall be responsible for all work performed and all expenses incurred for implementing the CCFP on behalf of the Department. If the Department permits the Contractor to subcontract part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, the Contractor agrees that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Department against such claims.

5. The State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

M. CONDITION FOR RECEIPT OF FEDERAL FUNDS

In compliance with the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, no payment will be issued to the Contractor until it has obtained a Data Universal Number System (DUNS) number. This may be found at <http://fedgov.dnb.com/webform>.

N. MEET ADDITIONAL REQUIREMENTS TO MAINTAIN PARTICIPATION IN CCFP

1. Contractor Legal Name and Federal Employer Identification Number (FEIN) shall not be changed.
 - a. The Contractor agrees that it shall maintain its participation in the CCFP under this Contract under its approved legal name and FEIN.
 - b. The Contractor agrees that it shall not change its legal name or FEIN under this Contract.
 - c. The Contractor agrees to immediate termination of this Contract if the Contractor changes its legal name or FEIN. Such termination shall be subject to all requirements of this Contract.
2. The Contractor shall:
 - a. Prior to doing business with the State of Florida, submit a W-9 to the Florida Department of Financial Services (DFS) electronically via the Vendor Website at <https://flvendor.myfloridacfo.com>;
 - b. Notify the Department and the Florida Department of Financial Services (DFS) of any changes in W-9 information within 10 calendar days.
3. The Contractor hereby agrees to submit all valid claims for reimbursement consistent with the following requirements:
 - a. Claims for reimbursement shall be supported by required records maintained in sufficient detail to justify the reimbursement claimed;
 - b. Records shall be available to support the claim and the Contractor's act of claim submission shall be a certification that such records are maintained in the Contractor's files to substantiate each claim submission;
 - c. Claims for reimbursement shall be submitted to arrive at the Department no later than 60 days following the last day of the month covered by the claim. A one-time exception may be granted upon Department approval within any 36 month period. If approved, payment of the late claim is subject to funds availability. Any claim submitted outside of this requirement shall be denied;
 - d. Subject to the terms of this Contract, the Contractor shall submit monthly claims for reimbursement to the Department for each month that the Contractor is eligible to file claims, commencing the first full month after the Contractor's approved CCFP begin date. The Department may terminate the Contract for failure to operate the Program (serve reimbursable meals, maintain records, file timely claims, etc.) for three consecutive months.
4. Corporations are recognized under the law as natural persons and may participate in the CCFP. The Corporation and each of its responsible principals or responsible individuals (as defined pursuant to 7 CFR §226) shall be subject to all CCFP requirements and may be individually disqualified from the CCFP and individually placed on the National Disqualified List.
5. Federal CCFP funds are subject to greater oversight. The Department performs a fiduciary function, on behalf of the taxpayers. Therefore, the provisions of this Contract shall apply to all Contractors organized as Corporations whether or not that corporation's stock is publicly traded.
6. During the term of this Contract the Contractor agrees that any proposed sale, transfer, or other conveyance or pledge of CCFP assets shall not be executed as long as the Contractor participates in the CCFP unless the Contractor has obtained prior Department approval of that transaction.
 - a. The Contractor shall notify the Department in writing of its intent to sell, transfer, convey, or pledge any assets purchased with CCFP funds. The Contractor's notice shall state the name or names of the intended purchasers, transferees or creditors and be provided to the Department in writing no less than 30 days prior to the date of such proposed change. The Department may also obtain such information from the Florida Department of State, should it choose to do so in addition to any contractor notification provided.
 - b. The Department shall either agree to or decline the proposed change and provide the Contractor written notification of its decision. If the Contractor chooses to pursue the proposed change after the Department declines, the Contractor agrees to notify the Department of the sale. This Contract shall terminate upon the date of that sale, consistent with the terms of this Contract. The Department shall not pay any claims from the Contractor or its designated assignee for meal services occurring after the Contract termination date.
 - c. If it is discovered or reported that from the date of the Contractor's initial CCFP application more than fifty percent (50%) of the stock of the Contractor's corporation is sold, transferred, otherwise conveyed or pledged, the Contractor agrees that this Contract shall terminate immediately.
 - d. Failure of the Contractor to provide such notice may result in the Department issuing a Notice of Serious Deficiency and Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals and immediate termination of this Contract.
7. If a contractor fails to complete all responsibilities under this Contract, the Contractor and its responsible principals and responsible individuals may be disqualified from further participation in the CCFP and placed on the USDA National Disqualified List.

O. CONDITIONS FOR RETURN OF FUNDS

To return to the Department any overpayments due to unearned funds pursuant to the terms of this Contract or applicable state or federal law, rules, regulations, instructions, policies, procedures or manuals, that are used by the Department in its administration of the CCFP. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall notify the Department by certified mail within

five (5) days of such discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Contractor by letter of such a finding. Repayment shall be made pursuant to the Department's instructions to the Contractor and shall include interest as required by federal law; such instructions may include but are not limited to a sponsor's payment to sponsored facilities and a contractor's payment to the Department.

P. PROCEDURES FOR DISALLOWANCE OF PROGRAM PAYMENTS

In the event the Department discovers the Contractor's failure to comply with recordkeeping requirements pertaining to records directly supporting claims for reimbursement, the Department shall disallow payment for any meals and/or not supported by such records. Records that support claims for reimbursement may include, but are not limited to, free and reduced price meal applications, daily meal counts, menu records, original receipts and invoices for CCFP expenses, enrollment records, and attendance records. The Contractor may appeal the Department's decision to disallow Program payments as described in Section II.B of this Contract.

Q. INDEPENDENT CAPACITY OF THE CONTRACTOR

1. In performance of this Contract, it is agreed between the parties that the Contractor is an independent contractor and that the Contractor is solely liable for the performance of all tasks contemplated by this Contract, which are not the exclusive responsibility of the Department.

2. The Contractor, its officers, agents, employees, or subcontractors in performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. The Contractor shall not represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.

3. The Contractor, its officers, agents, employees, and its subcontractors are not entitled to state retirement benefits, state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

4. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

R. TRAINING AND SECURITY

1. The Contractor agrees to attend all meetings and training sessions required by the Department.

2. CCFP records contain information that is confidential under both Florida and federal law. The Contractor agrees to maintain any and all records, documents, forms, reports, and information, in whatever form, in a secure location with access that is sufficiently limited to protect the records.

3. Public Access to Records. It is expressly understood that the Contractor is acting on behalf of the Department and refusal to comply with public record access provisions shall constitute violation of the Contract for which the Department may unilaterally terminate the Contract. Therefore, the Contractor herein agrees and shall:

a. Promptly notify the Department of any requests it receives for public records;
b. Not grant access to or release records of any nature until properly approved by the Department in writing;

c. When instructed pursuant to the terms of this Contract, allow public access to all documents, papers, letters, or other materials related to this Contract as required by Article I, Section 24, of Florida's State Constitution and Chapter 119, Florida Statutes, 7 CFR §226 at no additional cost to the Department;

d. Maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure;

e. Hold the Department harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of the Contractor's improper disclosure of confidential records whether public record or not and shall defend the Department against the same at the Contractor's expense; and

f. Allow the Department access to any paper or electronic records that contain data relevant to this Contract and associated management information or data.

S. DESIGNATION OF NON-PRICING OR PRICING POLICY

1. The Contractor agrees to designate its participation under either the non-pricing or pricing policy listed below upon entry into the Program. The Contractor shall not change its designated policy without written approval from the Department. The Contractor shall select and participate under one of the following:

2. Non-Pricing Policy

a. The Contractor agrees that all children in attendance at site(s) listed on the Site Information Form(s) and/or Provider Information Form(s), are offered the same meal at no separate charge regardless of race, color, sex, age, national origin, or disability, and there is no discrimination against any child in the course of the meal service based on race, color, sex, age, national origin, or disability.

b. The Contractor agrees to limit access to eligibility information to persons directly connected with the administration and enforcement of the CCFP.

3. Pricing Policy

a. The Contractor agrees to charge separately for meals. The Contractor will charge no more than 40 cents for a reduced-price lunch or supper, 30 cents for a reduced-price breakfast and no more than 15 cents for a reduced-price snack.

b. The Contractor agrees to serve free or reduced-price meals to any child enrolled at the site(s) listed on the Site Information Form(s) whose household income falls within the current Florida Income Eligibility Guidelines or whose household receives benefits from the Food Assistance Program (federally known as the Supplemental Nutrition Assistance Program - SNAP) or Temporary Assistance to Needy Families (TANF).

c. The Contractor agrees to provide these benefits to children from households that are experiencing strikes, layoffs, and unemployment which causes the household income to fall within the criteria set forth in the current income eligibility guidelines.

d. The Contractor agrees to collect meal payments outside of the meal period in a manner that does not identify the eligibility status of children receiving free or reduced-price meals to those not involved in the collection of meal payments. To protect the anonymity of eligible children receiving free or reduced-price meals, one of four methods will be used for collection: 1) daily collection at a designated time and place; 2) weekly collection at a designated time and place; 3) monthly collection at a designated time and place; or 4) billing statement to parents/participants.

e. The Contractor agrees that there will be no overt identification of free and reduced-price meal recipients and no discrimination against any participants on the basis of race, color, national origin, sex, age, or disability.

f. The Contractor agrees to implement the following policy in determining the eligibility of program participants.

(1) The Contractor agrees to send to each household a Parent Letter and Application for Free or Reduced-price Meals based on the samples and procedures provided by the Department of Health. Parents/Guardians will be requested to complete the Application and return it to the Contractor's or site's determining official for review. Such Applications will be maintained on file for three years after the end of the year in which they pertain. Applications may be filed at any time during the year. Any family member enrolling a child in a site for the first time, at any time during the year, will be supplied with such documents. If a child transfers from one site to another under the jurisdiction of the same contractor, the eligibility for free or reduced-price meals will be transferred. All qualifying children from the same household will receive the same benefits. Within fourteen calendar days of receipt of Applications, parents/guardians will be notified individually of the approval or denial of their Application. Children will be served meals based on eligibility category immediately upon the determination of their eligibility. When an Application is rejected, parents or guardians will be informed of the reason for denial, the availability of a hearing procedure, and the name and address of the designated hearing official.

(2) The Contractor agrees to designate the administrative position responsible for reviewing Applications and making determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible to receive free or reduced-price meals.

g. The Contractor agrees to annually provide a public release containing information from the sample to the media serving the area from which the center draws its attendance.

h. The Contractor agrees to establish an appeal and hearing procedure for use when participant benefits are denied or terminated as a result of verification. During the appeal and hearing the child will continue to receive free or reduced price meals. Prior to initiating the hearing procedure, the parent/guardian or local official will be permitted to request a conference to discuss the situation, present information, and obtain an explanation of information submitted on the Application and decisions made. Such a conference will not in any way be allowed to prejudice or diminish the right to a fair hearing.

i. The hearing procedure will provide the household and/or designated representative with:

(1) A simple, publicly announced method to make an oral or written request for a hearing.

(2) An opportunity to be assisted or represented by an attorney or other person in presenting its appeal.

(3) An opportunity to examine, prior to and during the hearing, any documents, and records presented to support the decision under appeal.

(4) A hearing held with reasonable promptness and convenience, and with adequate notice given as to the time and place of the hearing.

(5) An opportunity to present oral or documentary evidence and to make an argument that supports its position.

(6) An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.

(7) A hearing conducted and the final determination made by a hearing official who did not participate in making the decision being appealed or in any previously held conference.

(8) A determination by the hearing official based on the oral and documentary evidence presented at the hearing and made a part of the hearing record.

(9) Written notification of the decision of the hearing official.

j. The Contractor agrees to prepare a written record for each hearing, which includes the challenge or the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official, including the reasons therefore, and a copy of the notification to the parties concerned with the decision of the hearing official.

k. The Contractor agrees to preserve a written record of each hearing for a period of three years and make available for examination by the parties concerned or their representatives at any reasonable time and place during the period.

T. MEET ADDITIONAL REQUIREMENTS WHEN SERVING AS A SPONSOR

1. Comply with all CCFP requirements relevant to its function as a Sponsor Organization;
2. Conduct all Administrative Reviews for suspension and/or disqualification consistent with the requirements of 7 CFR §226 and applicable procedure manuals and Department requirements;
3. Incrementally report the result of all reviews to the Department as instructed;
4. Reopen administrative reviews when the Department so directs and conduct such reviews in compliance with 7 CFR §226 and the Department's instructions;

5. Record the reopened administrative review, facilitate the issue of a formal written finding and forward that finding to the parties and Department in resolution of deficiencies the Department identifies.

U. CONTRACT AMENDMENT PROCEDURES

1. Contract Amendment
 - a. The Department shall have the right to amend the Contract from time to time as required under the Program's regulations or for operational necessity.
 - b. Such amendment, executed by the Department, shall be mailed to the Contractor's last reported mailing address. The Contractor shall no later than 21 days of receipt of the amendment:
 - (1) Sign the amendment and return a copy to the Department; or
 - (2) Provide the Department written notice of its intent to withdraw from the Program.
 - c. Amendments to the Contract shall be effective upon the earlier of:
 - (1) 30 days after receipt of the amendment; or
 - (2) 35 days after the Notice of Amendment is mailed to the Contractor.
 - d. The Amendment shall be adopted by reference into the original Contract and considered effective against all parties at the end of the applicable 30 day period unless:
 - (1) The Contractor submits written notice of objection to the amendment and its intent to withdraw from the Program within 30 days of receipt of the amendment; or
 - (2) The Department withdraws the amendment.
2. The Contractor shall:
 - a. Elect to comply with the contract amendments issued by the Department by not objecting within 30 days from the date of receipt of the proposed amendment; or
 - b. Provide written notice of objection and withdrawal from the Program to the Department within the earlier of:
 - (1) 30 days from the date of the receipt of the written notice of contract amendment; or
 - (2) 35 days after the Department mails the Contractor notice of the contract amendment.

V. FOOD SAFETY AND SANITATION REQUIREMENTS

1. The Contractor hereby expressly agrees that the Contractor shall only claim and receive approved reimbursement for those meals that are served according to applicable local, state, or federal health and safety requirements.
2. The terms and conditions of this Contract shall in no fashion be used for purposes other than participation in the CCFP. The Contractor hereby further agrees that it understands that its participating child care facilities are solely responsible for any additional licensure or certifications that may be required by local, state, or federal authority. The terms of this Contract do not provide any child care facility with a food permit or formal approval for its food preparation facility or operation.
3. Participating child care centers must comply with all food safety and sanitation requirements as they apply to the food storage, preparation, cooking and/or serving of meals.

II. THE DEPARTMENT AGREES TO:

A. PROVIDE AUTHORIZED REIMBURSEMENT

Reimburse the Contractor for meals and other allowable costs as further provided in applicable rules, regulations, instructions, policies, procedures, and/or manuals. Claims for reimbursement not filed with the Department within 60 days after the close of the month in which the claim was incurred shall be disallowed. The Department may, though is not required to, at its sole discretion and with any necessary approval from USDA, grant an exception to this requirement. Payment of any late claims is subject to availability of funds.

B. PROVIDE REQUIRED PROCEDURE FOR REVIEW OF ADMINISTRATIVE ACTION

Should the Contractor violate any terms of this Contract, or any CCFP policies, instructions, procedures, or manuals, or the rules, regulations and laws governing the program, and as a result, the Department acts to withhold funds or to restrict or terminate the Contractor's participation in the program, the Contractor shall be informed of its appeal rights. Upon timely request for an appeal, the Contractor shall be accorded an administrative review only if required by federal law pursuant to Title 7 Code of Federal Regulations Part 226.

C. CONDUCT PERIODIC INSPECTION AND REPORTS

To inspect or evaluate the Contractor's records (including electronic storage media), papers, documents, facilities, and/or the Contractor's goods and services which are relevant to this Contract and/or interview any of the Contractor's clients or employees. Upon completion of any such inspection or evaluation, the Department shall provide the Contractor a written report of its findings. The written report shall describe the Department's evaluation of the Contractor's performance of its responsibilities and obligations as outlined in this Contract.

D. SPECIFY IN WRITING WHEN RESPONSE TO DEFICIENCIES ARE DUE

To provide the Contractor a written report of its findings and a date certain by which the Contractor must provide a written corrective action plan (CAP). When applicable, the Department shall also provide the Contractor a written Notice of Serious Deficiency with a date certain by which the Contractor must provide its written CAP.

E. NOTIFY CONTRACTOR OF DECISION IN WRITING

To provide the Contractor written notice of the acceptance or rejection of the Contractor's CAP. The Department shall issue written notice to the last reported address for the Contractor and those responsible.

individuals and responsible principals described in the applicable governing regulation and procedure manuals when the rejection of a CAP requires termination of this Contract and disqualification of the Contractor and responsible individuals and responsible principals.

III. THE DEPARTMENT AND THE CONTRACTOR MUTUALLY AGREE:

A. DEFINITION OF TERM

The parties hereby agree that the term conviction shall mean having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

B. EFFECTIVE AND ENDING DATES

This shall be a permanent contract as of the date on which the Contract has been signed by both parties, pursuant to Title 7 Code of Federal Regulations Part 226.11. The Contractor shall provide annual confirmation of compliance and all other records required pursuant to this Contract and notice issued by the Department.

C. CONTRACT IS LEGAL BINDING AGREEMENT

This Contract is a legal binding agreement between the Contractor and the Department. Consistent with the requirements of 7 CFR §226.6(b)(4), the terms of this Contract are applied uniformly throughout the state and are not subject to negotiation. The entire contract between the parties shall be in writing and be subject to the contract amendment procedure described in this Contract.

D. CONDITIONAL CONTRACT

1. The parties intend this Contract to be conditioned upon the Contractor remaining eligible to participate in the CCFP. The requirements in this section apply if this Contract is being entered into during a period in which the Department has notified the Contractor that it intends to terminate the Contractor's current CCFP Contract.

2. The Parties hereby agree that should the Contractor choose to appeal a decision of the Department and request an administrative hearing, that hearing shall occur in sufficient time to permit the issue of a Final Order in the case within 60 days of the date the Department receives the Contractor's request for hearing. Such determination shall be exclusively that of the Administrative Review Official (ARO) responsible for the appeal. The Contractor hereby agrees to cooperate in the efficient administration of the hearing process and that no continuance shall be requested nor granted that would require the Department to exceed the 60 day limitation of this clause and 7 CFR §226.6(k)(5)(ix).

a. The Contractor agrees to provide an authorized representative to represent the interests of the institution and/or his or her interests should the Contractor request an in person hearing and subsequently be unable to attend in sufficient time to permit the issue of a Final Order within the 60 day limitation of 7 CFR 226.6(k)(5)(ix).

b. Should the Contractor request an in person hearing and be unable to attend and fails to nominate an authorized representative to attend in their place, the Contractor shall waive the right to personal appearance and the requested administrative review and the Department's action shall become final.

c. A Final Order shall be issued upon conclusion of the administrative review to occur no later than 60 days of the Department's receipt of the Petitioner's request for the administrative review. Such timeframe is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within the specified timeframe.

3. If the ARO upholds the Department's current intended action to terminate the Contract with the Contractor, the following additional potential results shall apply:

a. This current Contract shall be terminated upon the date of the Final Order, in the administrative case without further action or notification by the CCFP;

b. Consistent with the ARO's Final Order the Contractor and each named responsible individual and responsible principal shall be disqualified from further participation in the CCFP and each name shall be entered on the USDA National Disqualified List. Those named parties shall be precluded from further participation in the CCFP for a period of seven years or until any funds due the Department are repaid, whichever occurs later; and

c. Claims for goods or services provided after the rendition of the Final Order shall not be payable. Necessary and reasonable costs of ceasing CCFP participation may be reimbursable, conditioned upon submission of required documentation and Department approval of those costs. However, the Department shall offset reimbursement for allowed close-out costs against any outstanding CCFP debt the Contractor may owe as of the date of the Final Order.

4. The termination of this Contract upon rendition of a Final Order shall not be automatically stayed pending any appeal of or challenge to the Final Order.

a. Such Stay may only be obtained by filing a Motion for Stay Pending Appeal with the ARO. If the Motion for Stay is granted, the Contractor shall be permitted to continue to participate and receive CCFP reimbursement for eligible meals served, and allowable administrative costs incurred until the time for appeal has expired, the administrative review is completed, or the appeal is dismissed. The Contractor shall waive its right to seek such Stay if it fails to file a Motion for Stay within the period authorized in Sec. 120.68, F.S.

b. The Contractor shall waive its right to appeal the Final Order if it fails to file one copy of a Notice of Appeal with the Agency Clerk of the Department of Health and a second copy, accompanied by the filing fees required by law, with the First District Court of Appeal, Tallahassee, Florida. The Notice of Appeal must be filed within 30 days of the rendition of the ARO's Final Order.

E. PROCEDURES AND NOTICES SENT TO CONTRACTOR'S ADDRESS OF RECORD

1. All written notices describing an action proposed or taken by the Department with regard to the Contractor's CCFP reimbursement or participation shall be mailed to the latest address on file with the Department. The Contractor shall ensure that its current street and mailing addresses are on file with the Department at all times.
2. The parties agree that the Department shall consider all notices as received by the Contractor and its responsible principal(s) and responsible individual(s) five days after being sent to the last address the Contractor reported to the Department.

F. RESPONSIBILITY TO OBSERVE ALL GOVERNING LAWS

The failure of this Contract to cite all applicable state and federal laws, regulations and policies does not waive the Contractor's responsibility to comply with all applicable requirements specified in state and federal laws, regulations, and policy.

G. NON-WAIVER

1. The Department shall have the right to declare any violation, deficiency, or default and take such action as may be lawful or authorized hereunder, in law or in equity.
2. A Department waiver of any term, provision, condition or covenant in this Contract shall not be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant hereof, and no payment by the Department shall be deemed a waiver of any default hereunder.
3. The Department and Contractor expressly agree that the Department's failure to declare any violation, deficiency or default immediately upon occurrence, or failure to take any action in connection with that occurrence, does not waive such violation, deficiency, or default.

H. CONTRACTOR'S NOTIFICATION OF RESPONSIBLE PARTIES

1. Pursuant to 7 CFR §226, the Contractor's responsible Principals and responsible Individuals, including but not limited to the CCFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board and Board Members, may become parties to a disqualification proceeding pursuant to the terms of this Contract. These named parties are defined in 7 CFR §226.2, which shall control which individuals shall be named parties in any disqualification proceeding.
2. The Contractor agrees that upon execution of this Contract, it shall inform its CCFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board, other Board Members and any other responsible principals and responsible individuals that as a condition of their employment or their individual paid or voluntary participation in the Contractor's organization, they shall be subject to becoming a party to a disqualification proceeding. The Contractor shall ensure that all responsible principals and responsible individuals comply with the terms of this Contract and all governing requirements listed herein.
3. The Department agrees that upon the determination of a serious deficiency, it shall notify the Contractor's responsible principals and applicable responsible individuals of the cited deficiencies.

I. CONDITIONS OF TERMINATION

1. Termination at Will. This Contract may be terminated without cause upon no less than thirty (30) calendar days notice in writing unless a lesser time is agreed to between the parties in writing. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery.
 - a. In the event termination of this Contract at will, the Contractor will be compensated for approved Program costs lawfully incurred prior to termination.
 - b. The Contractor shall be permitted to voluntarily terminate this Contract after the date the Department issues a Notice of Serious Deficiency to the Contractor. However, the Contractor's self termination under such circumstances does not discontinue the serious deficiency process and therefore may result in the names of the Contractor and its responsible principal(s) and responsible individual(s) being placed on the USDA National Disqualified List.
2. Termination Because of Lack of Funds. In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by facsimile transmission, email, certified mail – return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds.
3. Termination for Cause. The Department may terminate this Contract for cause for the Contractor's noncompliance with any provision of this Contract or for any of the serious deficiencies identified, but not limited to, those in Attachment 1.
4. The Contract shall be permanent unless either the Department or Contractor takes the designated additional actions described in this Contract. The Contract may be terminated, if not otherwise prohibited by other provisions of this Contract, upon the Department's receipt of the Contractor's written notice of:
 - a. Objection to a Contract Amendment; and
 - b. Election to withdraw from the Program within 30 days of receipt of the Departments' written notification of a proposed amendment to the Contract.

J. ENFORCEMENT

1. Each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any term or provision of the Contract or of any CCFP rules, regulations, policies, procedures, instructions, or manuals is found to be illegal or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

2. Subsequent to execution of this Contract, if a direct conflict between the terms of this Contract and Federal Program requirements stated in Title 7 Code of Federal Regulations Part 226 and associated Program regulation and policy occurs, such conflict shall be resolved in favor of the current Federal Program requirement for only those parts of this Contract's requirements in direct conflict with Federal Program requirements. All other provisions shall remain unchanged.

K. EXCLUSIVE VENUE PROVISION

1. Venue for any action arising from the terms of this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be Leon County, Florida to the exclusion of all other courts and jurisdictions.

2. Any action regarding this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be brought to the Department for an administrative hearing that shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions.

3. Any non-administrative action regarding this Contract or the application of state or federal law to any dispute between the parties to this Contract shall be conducted in Leon County, Florida to the exclusion of all other courts and jurisdictions.

4. Any appeal of a lower court or administrative hearing shall be to the First District Court of Appeal, in Leon County, Florida to the exclusion of all other courts and jurisdictions.

L. ENTIRE CONTRACT; AMENDMENTS

1. This Contract constitutes the entire Contract between the parties.

2. The Contract may be amended only by:

a. The Department issuance of an amendment; and

b. Expiration of time for the Contractor to reject an amendment and withdraw from the Program as described in the Contract.

3. Amendments issued by the Department and accepted by the Contractor consistent with the terms of the Contract shall take precedence over any terms or conditions in the original Contract unless expressly stated otherwise in the Amendment.

M. CONSTRUCTION OR INTERPRETATION OF CONTRACT

1. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is found to be ineffective, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

2. Titles and Headings. Titles and headings to articles, sections, or paragraphs in this Contract are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the Contract.

3. Remedies Cumulative. The remedies provided in this Contract shall be cumulative, and the assertion by any party of any right or remedy shall not preclude the assertion by such party of any other rights or the seeking of any other remedies.

4. Conflict between This Contract and Federal Program Requirements.

a. The terms of this Contract shall govern the conduct of the parties;

b. Any direct conflict between the terms of this Contract and CCFP Federal Program requirements stated in 7 CFR §226 and associated Program regulations and policies shall be resolved in favor of the current Federal Program requirement for only those parts of this Contract's requirements in direct conflict with Federal Program requirements. All other provisions shall remain unchanged.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

As the Contractor's authorized representative empowered to commit to the terms of this Contract, I have been expressly advised to seek legal advice regarding the terms of this Contract with an attorney licensed in the State of Florida representing the interests of the corporation and/or individual interests of associated individuals or individuals named herein. I have not relied upon any advice from the Department or its agents regarding this Contract and the legal rights for myself or those who I am empowered to represent. I have considered seeking appropriate legal advice. I have read the above Contract and understand each section and paragraph.

By my signature I acknowledge that I enter into this Contract freely on behalf of myself and those who I am empowered to represent. I expressly agree to notify the Contractor's responsible principals and responsible individuals, including the CCFP Manager, Owner(s), Executive Director/CEO, Chairman of the Board, other Board Members, and any other responsible principals and responsible individuals of their liability regarding the Contractor's compliance with this Contract.

IN WITNESS THEREOF, the parties hereto have caused this 16 page Contract and its subject attachments, Attachment 1, Attachment 2, and Attachment 3, adopted and incorporated into this Contract by reference, to be executed by their undersigned official as duly authorized.

CONTRACTOR:


(Authorization Number)

City of Fort Lauderdale P+R Dept
(Legal Name of Organization)

Parks + Recreation
(D/B/A Name)

1350 W Broward Blvd
(Address)

Fort Lauderdale, FL 33312



SIGNATURE of Chairman of the Board,
President, Executive Director, Majority Owner,
or Delegated Authority

PRINTED NAME: Phil Thornburg

TITLE: Parks + Rec Director

DATE: 10/27/14

**STATE OF FLORIDA
DEPARTMENT OF HEALTH:**

Maria Williamson, Chief,
Bureau of Childcare Food Programs

DATE: _____

Florida Department of Health

CHILD CARE FOOD PROGRAM PERMANENT CONTRACT ATTACHMENT 1

COMMON EXAMPLES OF SERIOUS DEFICIENCIES

This attachment incorporates the most common examples of serious deficiencies listed in Title 7 Code of Federal Regulations Part 226 and provides example descriptions of non-compliance with program requirements. The list of deficiencies shall be updated from time to time in contract amendment pursuant to the terms of this Contract. Contractors who commit or engage in any serious deficiencies described in the federal and state laws, regulations, procedure manuals and policies shown in Section I of this Contract, including but not limited to those incorporated herein, shall be subject to termination and disqualification from the Child Care Food Program (CCFP).

1. Submission of false information to the Department and/or filing claims based on false or fraudulent records

- *Failure to disclose ineligible officers, directors, key employees*
- *Listing fictitious employees/officers/board members on an application*
- *Claiming tax-exempt status when denied, rescinded, or in any fashion no longer available*
- *Submitting the IRS tax-exempt determination letter of a different or defunct organization*
- *Concealing a conviction for any activity occurring during the previous seven years that indicates a lack of business integrity*
- *Falsification of documentation to support claims*
- *Falsification of information or documents in order to obtain and/or maintain CCFP participation*

2. Permitting an individual on the USDA National Disqualified List to serve in a principal capacity with the Contractor or at a site sponsored by the Contractor

3. Failure to operate the CCFP in conformance with performance standards established in Title 7 Code of Federal Regulations Part 226.6(b)(2)(vii), regarding financial viability and financial management, administrative capability, and program accountability

- *Failure to ensure provision of adequate financial resources for daily program operations*
- *Failure to maintain adequate funds to withstand temporary interruptions in program payments and/or fiscal claims against the Contractor*
- *Failure to maintain an adequate number and type of qualified staff to ensure proper CCFP operations*
- *Failure to establish and implement internal controls and other systems to ensure fiscal accountability*
- *Failure of the Board of Directors to provide adequate program oversight*

4. Failure to maintain adequate records

- *Failure to maintain appropriate records to document compliance with CCFP requirements including budgets, approved budget amendments, and when applicable, management plans and records pertaining to facility operations*
- *Consistently missing/incomplete records during different reviews, complaint investigations, or audits*
- *Missing/incomplete/incorrect invoices, receipts, canceled checks, inventories resulting in false/inflated/unsubstantiated claimed costs*
- *Cost records not maintained according to generally accepted accounting principles resulting in false/inflated/unsubstantiated claimed costs*

5. Failure to adjust catered meal orders to conform to variations in the number of participants

- *Claiming meals based on the number of meals ordered/planned or the number of participants on the center roster, rather than the number of meals actually served*

6. Non-compliance with applicable bid procedures and contract requirements of federal Child Nutrition Programs

- *Failure to competitively procure goods and services*
- *Anti-competitive practices, such as collusion, kickbacks, conflicts of interest*
- *Inclusion of non-competitive provisions in a bid, e.g., "successful bidder for a contract to provide meals must establish a scholarship fund"*

7. Claiming reimbursement for meals not served to participants

- *Claiming meals delivered or planned for as meals served to participants*
- *Claiming meals for participants not present on a given day or for a particular meal*
- *Claiming meals served to non-existent children*
- *Claiming meals served to non-enrolled children or to staff*
- *Inflating meal counts*
- *Claiming non-existent and non-participating facilities*
- *Claiming meals for ineligible facilities*
- *Claiming dual participating facilities*
- *Claiming the same participant for the same meal at more than one facility*

8. Claiming reimbursement for meals that do not meet CCFP requirements

9. Use of a food service management company (caterer) that is in violation of health codes

10. Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan and/or CCFP requirements

- *Payments sent without endorsements or otherwise incomplete*
- *Payments made for other than the full amount the supplying facility or vendor is entitled to*
- *Payments made to a facility other than the facility that earned the payment*
- *Payments made to an entity/person other than the facility without express written permission of the facility*
- *Checks not mailed or direct deposits not initiated within 5 day timeframe of receipt of associated reimbursement from the Department or first business day thereafter*
- *Failure to transfer full amount of facility payments to separate facility bank account within 5 day time frame or failure to maintain full amount of facility payments in commingled bank account until checks clear*
- *Using facility reimbursement funds to pay facility advances*
- *Using day care home funds to pay sponsored centers or center funds to pay day care homes*
- *Retaining sponsored center funds in excess of the percentage approved in the CCFP Budget*

11. History of administrative or financial mismanagement in any USDA child nutrition program

- *Institution left another child nutrition program (e.g. Summer Food Service Program, National School Lunch Program, etc.) because of a serious documented problem in its operation*
- *Failure to maintain required corrective actions*
- *Institution terminated for serious deficiency in one part of the CCFP (child care center for example) applies to administer a different part (day care homes for example)*

12. Claiming reimbursement for meals served by a proprietary child care center during a calendar month in which the center does not meet Title XX eligibility requirements or Free and Reduced eligibility requirements, as applicable

13. Failure by a sponsoring organization to properly classify individuals or homes in the correct reimbursement category

14. Failure of a sponsoring organization to properly exercise its oversight responsibilities

- *Failure to adequately monitor*
- *Failure to require full, permanent, and systemic corrective actions*
- *Failure to impose sanctions on centers, sites, or day care home providers when issues of noncompliance are identified*
- *Failure to follow serious deficiency, suspension, termination, disqualification and appeal procedures, as applicable*

15. The fact that the Contractor or any of its principals have been declared ineligible to participate in a publicly funded program due to violating that program's requirements

16. Failure to make payment(s) to subcontractor(s) for program services rendered

- *Payments made for other than the full amount the subcontractor is entitled to*
- *Checks not mailed within 5 business days after receipt of reimbursement or first business day thereafter*
- *Using reimbursement funds claimed for subcontractor costs for purposes other than to make payment debt used to support the claim for reimbursement.*
- *Failure to make all reimbursement payments to subcontractors subsequent to the voluntary or involuntary termination of this Contract*
- *Failure to pay all outstanding debts incurred and claimed as part of the CCFP claims the Contractor submitted*

17. The following acts or omissions are also serious deficiencies:

- *Failure to retain and make available all records required under this Contract to the Department or appropriately designated entity*
- *Failure to make records associated with the CCFP available upon request at a reasonable time and place*
- *Failure to maintain current licensure requirements*
- *Misuse of CCFP funds*
- *Serious mismanagement (e.g. failure to monitor properly)*
- *Failure to obtain a required audit and/or submit audit reports to the Department within required time frames*
- *Failure to notify the Department of change in IRS status*
- *Violations of IRS regulations*
- *Failure to remit periodic payments (required by statute or regulation) to regulatory agencies (e.g. employee withholding for income taxes, social security, unemployment compensation)*
- *Failure to implement corrective action(s) within required timeframes*
- *Failure to follow-up/require and maintain corrective action for facility review findings*
- *Creating fictitious records*
- *Failure to make required repayment of program funds to the Department*
- *Failure to comply with state incorporation requirements*
- *Paying employees salaries based on the number of homes/centers recruited; paying recruitment bounties or bonuses*
- *Failure to attend training required by the Department*
- *Interfering or obstructing a Department on-site or program review of the Contractor's performance under the terms of this Contract*
- *Failure to immediately remove a responsible principal or responsible individual, an officer, executive director, CCFP manager, another manager or member of the board upon the individual's conviction for any activity that indicates a lack of business integrity as defined in Title 7 CFR §226 and to include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, tax evasion, tax fraud, failing to file tax returns, passing worthless checks, submission of false or fraudulent information to a state or federal agency, and perjury or any other activity indicating a lack of business integrity*
- *Failure to comply with the terms of this Contract which shall be identified as a failure to operate the Program in conformance with the performance standards set forth in Title 7 Code of Federal Regulations Part 226.6(b)(1)(xvii) and (b)(2)(vii)*
- *Failure to obtain Department approval prior to entering into a CCFP related subcontract subsequent to execution of the Permanent Contract between the Contractor and Department*
- *Failure of a participating child care center to comply with all food safety and sanitation requirements required of that facility as they apply to food storage, preparation, cooking and/or serving of meals*
- *Simultaneously performing services under this Contract and also operating as a registered caterer with the Florida Department of Health selling catered meals to unaffiliated or affiliated CCFP Contractors and/or facilities*
- *Failure of a Contractor authorized individual to acknowledge site review findings by providing an authorized signature and/or written exceptions to findings on the site review form upon completion of the site review*

18. Failure to comply with any other financial and/or administrative requirements of Title 7 Code of Federal Regulations, Parts 226; 3015; 3016; 3019; and 3052, and/or failure to comply with applicable federal or Department of Health CCFP rules, regulations, policies, instructions, procedures and/or manuals

Florida Department of Health

CHILD CARE FOOD PROGRAM PERMANENT CONTRACT ATTACHMENT 2

SERIOUS DEFICIENCY PROCESS AND ADMINISTRATIVE REVIEW PROCEDURES

All Contractors are required to abide by the requirements set forth in Title 7 Code of Federal Regulations Part 226. All notices of serious deficiency, notices of proposed termination and notices of proposed suspension shall be provided by the Department to the Contractor and its executive director/CEO, owner(s), CCFP manager, chairman of the board of directors and other responsible principals or responsible individuals, as applicable, by facsimile transmission, e-mail, certified mail or equivalent delivery service.

If the Department determines that a contractor has failed to comply with a requirement of Title 7 Code of Federal Regulations Parts 226, 3015, 3016, 3019, 3052 and/or FNS Financial Management Instruction 796-2, Revision 3 and subsequent revisions, which constitute a serious deficiency, the Department shall issue a Notice of Serious Deficiency that specifies the serious deficiency or deficiencies and provides a date certain by which the Contractor shall file a corrective action plan with the Department.

If the corrective action plan is timely filed and is acceptable to the Department, the Department will conduct an unannounced follow-up review of the Contractor. If the follow-up review establishes that the serious deficiencies noted in the Notice of Serious Deficiency appear to have been fully and permanently corrected, the Department will so notify the Contractor. If the follow-up review does not establish that the serious deficiencies have been fully and permanently corrected the Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals or the Department may choose to permit additional time to file or amend a corrective action plan.

If the corrective action plan is not timely filed, the Department may take one of two actions. The Department may grant additional time to file or amend a corrective action plan. The Department may, alternatively, at its election issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If the corrective action plan is not acceptable to the Department it may take one of two actions. The Department may issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals. The Department may also elect to conduct an unannounced follow-up review of the Contractor. During that review the Department shall determine if it shall grant the Contractor additional time to file or amend a corrective action plan. Alternatively, the Department may choose to proceed to issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals.

If any program review identifies the same or substantially the same serious deficiencies after a Notice of Serious Deficiency is temporarily deferred, the Department shall issue a Notice of Proposed Termination and Disqualification of Responsible Principals and Responsible Individuals since the previous serious deficiency(s) was not fully and permanently corrected.

If the Department determines that a contractor has filed a false or fraudulent claim, or if the Department determines that there is an imminent threat to the health or safety of program participants, or that the Contractor poses a threat to public health or safety, the Department may issue a Notice of Proposed Suspension and shall provide notice of the procedures for suspension review. In any such event, the Department shall propose termination and disqualification and provide notice of procedures for administrative review.

Administrative Review Rights

The Contractor is not entitled to administrative review of a Notice of Serious Deficiency. The Contractor is entitled to administrative review of other Department actions, as provided by Title 7 Code of Federal Regulations Part 226, which affect the Contractor's participation or reimbursements in the Child Care Food Program, including but not limited to proposed termination and disqualification. To obtain an administrative review, the Contractor and/or responsible principals or responsible individuals must request it in writing within 15 days of receipt of the Department's notice. The written request must be received by the Department of Health Agency Clerk, Sam Power, 4052 Bald Cypress Way, Bin No. A-02, Tallahassee, Florida 32399-1703; telephone number 850-245-4005, facsimile number 850-410-1448, within the time permitted.

If no written request is submitted or if the written request is not received within 15 days of the Department's notice, then the Department's proposed action against the Contractor, responsible principals and responsible individuals shall no longer be subject to administrative review and the proposed action will become effective. The Agency Clerk will acknowledge receipt of the request for administrative review within 10 days and, if the request was timely filed,

will appoint an administrative review official (ARO). If the request for administrative review was not timely filed, the Department shall notify the Contractor, responsible principals and responsible individuals that review is no longer authorized and that the Department's proposed action has now taken effect.

If a timely written request is submitted, the Contractor, responsible principals, and responsible individuals must submit documentation in opposition to the proposed Department action no later than 30 days after receipt of the Department's notice to the administrative review official. The Department may submit documentation in support of its action within 15 days of the Contractor's request for administrative review. The administrative review official will consider the Department's proposed actions based upon written submissions by the Department and the Contractor.

A hearing will be held in addition to, or in lieu of, a review of written information only if it is not excluded by Title 7 Code of Federal Regulations 226.6(k)(9) and the Contractor or a responsible principal or individual requests such a hearing in the initial written request for administrative review. The administrative review official may consider any evidence that he or she determines is credible, trustworthy and would reasonably be relied upon by a prudent person in the conduct of his or her normal daily activities. Either party may be represented by counsel. If a hearing is requested, the parties may call witnesses to testify and may cross examine witnesses. Witnesses may testify by telephone and may be sworn over the telephone and may be permitted to testify in narrative form. The administrative review official will issue a decision within 60 days of the Department's receipt of a timely filed written request for administrative review, which is an administrative requirement for the Department and may not be used as a basis for overturning the Department's action if a decision is not made within that specified timeframe.

Consistent with the terms of this Contract and 7 CFR §226, the Contractor hereby agrees to cooperate in the efficient administration of the hearing process and that no continuance shall be requested nor granted that would require the Department to exceed the 60 day limitation of this clause and 7 CFR §226.6(k)(5)(ix).

The Contractor agrees to provide an authorized representative to represent the interests of the institution and/or his or her interests should the Contractor request an in person hearing and subsequently be unable to attend in sufficient time to permit the issue of a Final Order within the 60 day limitation of 7 CFR 226.6(k)(5)(ix). Should the Contractor request an in person hearing and be unable to attend and fails to nominate an authorized representative to attend in their place, the Contractor shall waive the right to personal appearance and the requested administrative review and the Department's action shall become final.

The administrative review official's determination is the final administrative determination to be afforded to the institution and responsible principals and responsible individuals. The termination of this Contract upon rendition of a Final Order shall not be automatically stayed pending any appeal of or challenge to the Final Order. Such stay may only be obtained by filing a Motion for Stay Pending Appeal with the ARO. If the Motion for Stay is granted, the Contractor shall be permitted to continue to participate and receive Program reimbursement for eligible meals served, and allowable administrative costs incurred until the time for appeal has expired, the administrative review is completed, or the appeal is dismissed. The Contractor shall waive its right to seek such Stay if it fails to file a Motion for Stay within the period authorized in Sec. 120.68, F.S.

The Contractor shall waive its right to appeal the Final Order if it fails to file one copy of a Notice of Appeal with the Agency Clerk of the Department of Health and a second copy, accompanied by the filing fees required by law, with the First District Court of Appeal, Tallahassee, Florida. The Notice of Appeal must be filed within 30 days of the filing of the ARO's Final Order.

USDA National Disqualified List

If a Contractor, responsible principals and responsible individuals do not timely request administrative review or if administrative review upholds the Department's proposed action for disqualification from the Child Care Food Program, the Contractor and/or responsible principals and responsible individuals will be placed on the National Disqualified List with the United States Department of Agriculture and will be prohibited from participating in the Child Care Food Program for a period of seven years. Additionally, if a contractor, responsible principal, or responsible individual has failed to repay debts owed under the Child Care Food Program, they will remain on the list until the debt has been repaid.

Florida Department of Health

CHILD CARE FOOD PROGRAM PERMANENT CONTRACT ATTACHMENT 3

FINANCIAL AND COMPLIANCE AUDITS

The administration of resources awarded by the Department of Health to the Contractor may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff or contracted entities on behalf of the Department, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department of Health to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

1. In the event that the Contractor expends \$500,000 or more in Federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in subparagraph 1 of this section, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements or contracts with the Department of Health shall be based on the agreement's or contract's requirements, including any rules, regulations, or statutes referenced in the contract or agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract or agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract or agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract or agreement number for each contract or agreement with the Department of Health in effect during the audit period.
5. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:
 - a. The Department of Health by email to singleaudits@doh.state.fl.us. Audits must be submitted to the Department must be accompanied by the "Single Audit Data Collection Form," which may be obtained from the Department's Contract Administrative Monitoring Unit. Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to the following address:

Contract Administrative Monitoring Unit
Attention: Single Audit Review
4052 Bald Cypress Way, Bin B01 (HAFACM)
Tallahassee, FL 32399-1729

- b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
6. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
7. Contractors, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.
8. The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

RESOLUTION NO. 15 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, RATIFYING A GRANT AGREEMENT WITH STATE OF FLORIDA, DEPARTMENT OF HEALTH, APPROPRIATING THE GRANT AWARD AND AMENDING THE FINAL OPERATING BUDGET OF THE CITY OF FORT LAUDERDALE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015, BY APPROPRIATING FUNDS AS SET FORTH IN CITY COMMISSION AGENDA MEMO #15-1231 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City applied for a State of Florida Department of Health Child Care Food Program (CCFP), and

WHEREAS, The State of Florida Department of Health awarded the City \$138,381.49 to provide daily snacks to children and teens enrolled in various Parks and Recreation afterschool programs, and

WHEREAS, the City Commission finds this public service and activity to benefit the City of Fort Lauderdale, and

WHEREAS, pursuant to Resolution No. 14-154, adopted on September 10, 2014, the City Commission of the City of Fort Lauderdale adopted the Final Operating Budget and Personnel Complement of the City of Fort Lauderdale, Florida for the Fiscal Year beginning October 1, 2014, and ending September 30, 2015, and

WHEREAS, hereby appropriates the grant funds to be used in furtherance of the afterschool recreation program, and

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

SECTION 1. The City Commission hereby ratifies the Grant Agreement with the State of Florida Department of Health for the CCFP.

SECTION 2. The City Commission hereby accepts and appropriates grant funds in the amount of \$138,381.49.

SECTION 3. That the Final Operating Budget of the City of Fort Lauderdale for the Fiscal Year beginning October 1, 2014, and ending September 30, 2015, is hereby amended by appropriating funds as set forth in Commission Agenda Memo #15-1231, copy of which is attached hereto and incorporated herein.

SECTION 4. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the __ day of _____, 2015.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JEFF MODARELLI