

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030942

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board execute agreement between the Lee County Board of County Commissioners/Lee County Parks & Recreation as sub-recipient of the Florida Department of Education Youth Provider Services for the Safe Schools/After School Grant with the School District of Lee County and establish budget amendment/resolution in the MSTU Fund, #155, in the amount of \$107,000.

WHY ACTION IS NECESSARY: To formally execute agreement and establish budget authority.

WHAT ACTION ACCOMPLISHES: Allows Lee County to continue participation in a partnership with the School District to provide programming for the teens of Lee County.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C11C

3. MEETING DATE:

08-26-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION PARKS AND RECREATION

BY: JOHN YARBROUGH

John Yarbrough

7. BACKGROUND:

During the past eight years, the School District of Lee County has awarded the Lee County Board of County Commissioners/Lee County Parks and Recreation as one of the sub-recipients of the Florida Department of Education Youth Provider Services for the Safe Schools/After School Grant in the amount of \$662,302.00.

On July 23, 2003, the School District of Lee County, the School Board awarded Lee County Parks and Recreation as one of the sub-recipients in the amount of \$107,000. Execution of this agreement and establishment of the budget in the amount of \$107,000 allows for continued teen programs for the teens of Lee County.

There will be no additional funding required by Lee County for this grant. All matching funds are in the form of In-kind services.

Funding will be made available in expenditure account # KH5722015500.502310.185, KH5722015500.50210.185 with corresponding revenue account #KH5722015500.334700.9185

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

JAD 8/7/03

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>JY 8-8-03</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>CA 8/14/03</i>	<i>HS 8/14/03</i>
				<i>QA 8/14/03</i>	<i>DM 8/14/03</i>	<i>GC 8/14/03</i>
					<i>Risk 8/14/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *8/13/03*
Time: *1:40 PM*
Forwarded To: *Co. Adm. N*
8/13/03 2:25 PM

RECEIVED BY
COUNTY ADMIN: *CA*
8/13 330
COUNTY ADMIN
FORWARDED TO: *[Signature]*
8/13 4:45

RESOLUTION

Amending the MSTU Budget, Fund 15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the MSTU Budget, Fund 15500 for \$ 107,000 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the MSTU Budget, Fund 15500 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$87,735,816
KH5722015500.334700.9185	Parks & Recreation-Safe Schools Grant	\$ 107,000
Amended Total Estimated Revenues		\$87,842,816

APPROPRIATIONS

Prior Total:		\$87,735,816
Additions		
KH5722015500.501210.185	Salaries -Safe Schools Grant	\$ 77,000
KH5722015500.501230.185	Salaries -PT Safe Schools Grant	\$ 30,000
Amended Total Appropriations		\$87,842,816

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the MSTU Budget, Fund 15500 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ___ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

Lee County Parks and Recreation
3410 Palm Beach Boulevard
Fort Myers, Florida 33916

July 23, 2003

Dear Ms. Manzo:

We are pleased to announce that the Lee County Parks and Recreation, will receive funding from the Safe Schools Grant for the 2000-2001 school year. The final approved amount for your organization is **\$107,000**.

We have enclosed the contract for your approval and signature, and we plan to take this document to the School Board in September for approval. Please return the signed contract no later than **August 15, 2003**.

If you have any questions or need any assistance, please don't hesitate to contact my office at 337-8132.

I look forward to working with you again this year.

Sincerely,

Dr. Charles Bell
Director, Student Services

Encls.

JEANNE S. DOZIER
CHAIRMAN • DISTRICT 2

ELINOR C. SCRICCA, Ph.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK
DISTRICT 1

JANE E. KUCKEL, Ph.D.
DISTRICT 3

STEVEN K. TEUBER
DISTRICT 4

JAMES W. BROWDER, Ed.D.
SUPERINTENDENT

KEITH B. MARTIN
BOARD ATTORNEY

DISTRICT VISION
TO PREPARE EVERY STUDENT FOR SUCCESS

DISTRICT MISSION
TO PROVIDE A QUALITY EDUCATION IN A SAFE AND WELL-MANAGED ENVIRONMENT

Contract
School District of Lee County
Youth Provider Services
for the Safe Schools/After Schools Grant

THIS CONTRACT is entered into by and between the School Board of Lee County, hereinafter called the "School Board", and Lee County Parks and Recreation, hereinafter called the "Provider."

Program Goals and Purpose:

- A. The goals of the Safe Schools/After School Program are:
 - 1. To establish comprehensive, after school programs for young adolescents and their families in the community.
 - 2. To cooperate, collaborate, and contract with the public and non-public community organizations to establish and operate innovative after school programs that capture the attention of young adolescents, hold their interest, and are developmentally appropriate.
- B. The purpose is to provide support for programs and activities that encourage positive use of discretionary time during non school hours for children between the ages of 10 and 15.

The Provider Agrees:

- A. General Program Provisions
 - 1. To provide out of school programming for youth ages 10-15 beginning August 11, 2003 and ending on May 27, 2004.
 - 2. To comply with all pertinent provisions of Florida Statutes and rules of the Florida Department of Education, and the approved Lee County School District Policies for out of school/after school programming.
 - 3. To comply with all of the provisions specified in Attachment A.
- B. Records
 - 1. To maintain all records required by the Florida Department of Education by the School Board.

2. To assure that these records shall be subject at all times to inspection, review, or audit during regular business hours by the School Board personnel and other personnel duly authorized by the School Board or by State personnel.
3. To make available to the School Board such progress, fiscal, and other reports as the School Board may reasonably require within the period of this contract, or as reasonably may be required thereafter.
4. To retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings.

C. Liabilities

1. The Provider shall acquire and maintain general liability insurance coverage in the amount of not less than \$100,000 for each occurrence and \$200,000 aggregate for the full term of the contract.
2. The Provider shall furnish a certificate of insurance to the School District of Lee County. Such certificate shall be forwarded to the attention of Ms. Susan Strong, Director of Risk Management.
3. Provider agrees to indemnify and hold harmless the School Board, its agents, officers and employees from any liability for injury, damage or death caused by the negligence or intentional acts of provider, its agents, officers or employees in provision of the services described in this contract.

D. Education Program and Staffing

1. To notify the School Board within 30 days of any and all staff changes involving individuals working with after school program students.
2. To participate in an evaluation program of after school program students.
3. To participate in annual program self-evaluation(s).

E. Services to Families

1. To hold parent meetings or special events and schedule home visits according to program guidelines.

2. To establish a parent communication system which might include, for example, a weekly notice announcing pending activities, or a monthly newsletter.

F. Monitoring

1. To allow free access to School Board authorized personnel to visit the Provider's facility.
2. To permit School Board authorized personnel to monitor the program operated by the Provider according to applicable regulations of the contract and State government. Said monitoring will include access to all relevant records. The Provider shall allow access to or furnish whatever information is necessary to effect this monitoring.
3. To meet with the center director and key staff to determine mutual goals for the individual program over the course of the contract.
4. To work on items identified in writing by School Board personnel in program implementation.

G. Safeguarding Information

1. Not to use or disclose information concerning a recipient of services under this contract for any purpose not in conformity with the State regulations except on written consent of the recipient, or his responsible parent or guardian when authorized by law. Student records will be shared with provider only upon receipt of written parental or adult student permission.

H. Equipment Purchases

1. Certain equipment and related supplies necessary and appropriate for the administration of this program may be purchased directly by Lee County Parks and Recreation from funds provided to it by the School District. Upon the purchase of any such equipment or supplies, Lee County Parks and Recreation shall advise the School District immediately of these purchases. Thereafter, the School District reserves the right to mark any such equipment or supplies for the purposes related to the maintenance of the School District's inventory.
2. Lee County Parks and Recreation agrees to maintain the care necessary for the proper upkeep of the equipment and supplies purchased with funds generated by the School District for the benefit of this program, and to provide the School District with an accounting of any such inventory in the possession of Lee County Parks and Recreation whenever deemed appropriate by the School District.

The School Board Agrees:

- A. To pay the Provider the amount of \$107,000.00 for these services. Funds shall be remitted monthly to the Provider for personnel costs following the receipt of an invoice for the provision of programs services to eligible and enrolled children. Materials, supplies, and other expenses will be allocated to the Provider through approved School Board purchase requisitions.
- B. To provide on going contact, support and evaluation of the delivery and quality of services offered at contracting after school program sites.

Both Parties Agree:

If either shall fail to perform, or shall breach any provision of this Contract the School Board or the Provider may give no less than 30 days notice to terminate this Contract, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this Contract shall be entitled to receive attorneys' fees and costs incurred in such legal action.

The funding for this Contract is depended upon State of Florida appropriations. This Contract may be terminated, upon 30 days notice, if the pertinent legislative body fails to appropriate funds for this Contract.

This contract is made in the State of Florida and shall be governed by the laws of the State of Florida.

Each party warrants and covenants to the other that the officers executing this Contract have the authority to do so.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers.

By: _____
Executive Director or Similar Officer

Date: _____

School Board of Lee County, Florida

By: _____
School Board Chairman

Attest: _____

Date: _____

Date: _____

ATTACHMENT A

Youth Activities Provider Agreement Terms

The Lee County School Board and Lee County Parks and Recreation agree to abide by the following terms of this After School/Safe School Program Agreement:

Section I. Program Activities

Lee County Parks and Recreation agrees to provide the activities as described in the above named youth activities provider's application for the Lee County After School/Safe School Program.

Section II. Target Groups and Location/Facilities

Lee County Parks and Recreation agrees to provide after school/out of school programming for approximately 1,343 students ages 10-15 at each approved location site. The above named provider also agrees to provide program opportunities for economically disadvantaged and students with disabilities for students ages 10-15. All program facilities will be adequate for the approved program activities, properly maintained, and will include a safety plan.

Lehigh Acres Community Center
Karl Drews Recreation Center (San Carlos)
Schandler Hall Community Center (Tice)
Harlem Heights (Ft. Myers Shores)
Bay Oaks Recreation Center (Ft. Myers Beach)
Rutenburg Community Park
Three Oaks Community Park

The above listed number represents an approximate unduplicated estimate.

Section III. Partnerships

Lee County Parks and Recreation agrees to all of the cooperative collaborations with those agencies, organizations, or associations described in the above named youth activities provider's application for the Lee County After School/Safe School Program.

Section IV. Operations

A. Hours

Lee County Parks and Recreation will provide out of school youth programs beginning August 11, 2003 and ending May 27, 2004 from the hours of 4:00pm – 10:00pm during regular school days, and from 11:00am – 5:00pm on non-school days. Hours may vary based on staff availability.

B. Staff

Lee County Parks and Recreation agrees to provide staff of at least 18 years of age and that have met the qualifications and training specifications as described in the youth activities provider's application for the Lee County After School/Safe School Program. The provider also agrees to the specified child to staff ratio.

C. Materials, Supplies, and Equipment

Lee County Parks and Recreation agrees to provide all the material, supplies, and equipment necessary to provide the program activities previously described in Section I.

Section V. Evaluation Plan

Lee County Parks and Recreation agrees to provide the School Board with quarterly participation and program effectiveness reports, as provided by the School Board and due on a specified time. The provider also agrees to provide an end of year program evaluation report.

Section VI. Budget

Lee County Parks and Recreation agrees to provide the In-Kind and Matching funds as described in the youth activities provider's application for the Lee County After School/Safe School Program. The provider also agrees to comply with the requirements of the School Board for all purchase requisitions. The provider agrees to provide ongoing use of all equipment and supplies purchased from this grant for the targeted population.

Section VII. Default

The School Board reserves the right to withhold fund disbursement if the above named youth activities provider fails to meet the terms and conditions of this contract. Any and all equipment purchased under the provisions of this contract are subject to return if the provider fails to provide the program as described in the provider's application for the Lee County After School/Safe School Program.