

COUNCIL ACTION ITEM

January 2023

Sword Outreach Mentoring and Resource Center Afterschool Program

Background Information (*brief history of the situation*): The Children's Services Council has been funding Sword Outreach afterschool and summer program since FY 2018-19. The program serves children and youth in the Fort Pierce area at their leased site, 1211 Avenue Q, Fort Pierce, which is owned by the Housing Authority. In the last few months, the CSC Team has been reporting the number of children being served in the program to the Council following concern in a declining census. Recently, the program has shown an increase in daily attendance. The program is located in a Housing Authority building and serves the youth in the immediate housing area.

Current Situation (*why it is being brought to Council now*): Sword Outreach is currently contracted for FY 2022-23 for services through September 2023. Children's Services Council was notified by Terrance Beauford, the Executive Director of Sword Outreach, that he will be stepping down in his role and dissolving the Agency. In doing so, he outreached to James Monds, Executive Director of Give Back to Kids, to explore the possibility of another provider taking over the site to avoid disruption in services. The CSC Team has worked with Give Back to Kids for summer programming for the last four years.

The two parties have executed a Memorandum of Understanding (attached) that indicates their intent to transition services effective January 30, 2023. As stated in the MOU, the Give Back to Kids agency will assume the lease for the program site in the Housing Authority building. Both parties have been informed that the current contract prohibits "sub-contracting, assigning or transferring the agreement, without prior approval of the Council" and a new contract will be required upon approval. The Board of Directors for each agency have approved moving forward with the MOU as executed.

Action (*requested or required of Council*): The Council is being asked to approve early termination of the contract between CSC and Sword Outreach and Mentoring upon final approval of reimbursement of approved line-item expenses for services through January 30, 2023. The Council is also being asked to approve a contract for the remaining allocated funds to be awarded to Give Back to Kids, Inc., to assume responsibility for the lease and program services at the afterschool program location.

Team Recommendation:

STRENGTHS:

- Prevents disruption in services to children and youth being served at this program site.
- Memorandum of Understanding includes the lease for the Housing Authority location/building.
- Successful history of working with Give Back to Kids for summer programming.

CONCERNS:

- Continued monitoring of program will be needed to ensure services continue and census continues to grow

The CSC Team has been closely monitoring the Sword Outreach program to ensure adequate number of children are being served for the dollars allocated. CSC Team believes the location of the program is ideal and the transfer of the Housing Authority lease is critical to the success of an afterschool program at that location. The CSC Team recommends ending the contract with Sword Outreach at the end of January and allocating the rest of the funds to Give Back to Kids to finish out the fiscal year. Give Back to Kids will have to compete the Annual Continuing grant application for consideration of funding in Fiscal Year 2023-24. Additionally, if approved, the CSC Team will closely monitor the program during the transition.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on January 30, 2023 (the "Effective Date"), by and between Give Back 2 Kids Inc located at 945 Bent Creek Dr, Fort Pierce, Florida 34947 (the "First Party"), and Sword Outreach located at 1211 Avenue Q, Fort Pierce, Florida 34950 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

Provide viable Educational Enrichment, Sport Enrichment, Entertainment and Community Awareness to fight child hood obesity and early symptoms of diabetes so that parents and kids are able to have an enjoyable safe community free of violence and full of educational enrich activities to create more law abiding citizens for at-risk students of Treasure Coast.

2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for The service provided is the absorption of Sword Outreach Mentoring and Resource Center, Inc by Give Back 2 Kids Inc. The absorption will be for the sole purpose of continued services provided to the community as a whole. Give Back 2 Kids Inc will assume all roles and responsibilities of the the program funded by Children Services Council.

Give Back 2 Kids Inc will not be responsible or liable for past due services in a financial determination. Give Back 2 Kids Inc, will inherit and assume responsibility of the Housing Authority contract for facility located at 1211 Ave Q, Fort Pierce, FL 34950.as well as take ownership of all materials located within said facility.. This contract to take and assume implementation on Monday 1/30/2022. , and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Give Back 2 Kids Inc shall render and provide the following services that include, but are not limited to:

Give Back 2 Kids Inc will provide services to the community under the name currently Sword Outreach as an affiliate of Give Back 2 Kids Inc. The services will include but not limited to services of care to include Before Care, After Care and Summer Care. Services will also include educational mentoring, sports and recreation activities as well as parent and student education nights to include parenting classes for the whole community , networking and community services activities.

Sword Outreach shall render and provide the following services that include, but are not limited to:

Sword Outreach Mentoring and Resource Center, Inc will be absorbed under the Give Back 2 Kids Inc, umbrella as an affiliate program.

5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of indefinitely from the Effective Date and maybe extended upon written mutual agreement of both Parties.

6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Florida.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Give Back 2 Kids Inc and Sword Outreach and shall be effective as of the date first written above.

(First Party Signature)
Give Back 2 Kids Inc
945 Bent Creek Dr
Fort Pierce, Florida
34947

12/7/2022

(Date)

(Second Party Signature)
Sword Outreach
1211 Avenue Q
Fort Pierce, Florida
34950

12/7/2022
(Date)