

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HEALTHY MOTHERS/HEALTHY BABIES COALITION OF BROWARD COUNTY, INC. TO PROVIDE PREGNANT AND PARENTING WOMEN AND TEENS WITH ACCESS TO PREVENTIVE CARE, CHILDBIRTH AND PARENTING EDUCATION TO REDUCE INFANT MORTALITY AND IMPROVE HEALTHY BIRTH OUTCOMES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and Healthy Mothers/Healthy Babies Coalition of Broward County, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Healthy Mothers/Healthy Babies Coalition of Broward County, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2009.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
CITY OF POMPANO BEACH AND

**Healthy Mothers/Healthy Babies Coalition of Broward County,
Inc.**

THIS AGREEMENT, made and entered into in duplicate on this 13th day of **October, 2009** by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

Healthy Mothers/Healthy Babies Coalition of Broward County, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **Post Office Box 350446 Fort Lauderdale, FL 33315** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2009-10 (October 1st through September 30th), the sum of **\$2,500** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2009 and ending September 30, 2010; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative (s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
 - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(C)(3) and Section 501(A) of the Internal Revenue Code; and

- d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines; and
- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
 - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
 - 2) Producing all documents required by the Internal Auditor; and
 - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United State and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and

- 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 15th of each fiscal year; and
 - 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
 - j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October, 2009, and shall terminate on the 30th day of September, 2010, unless canceled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
 - 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$2,500** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.

- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2009 through September 30, 2010 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2010, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
- a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with Thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Phyllis A. Korab, Interim City Manager

Attest:

(SEAL)

Mary L. Chambers
City Clerk

Approved by:

Gordon B. Linn, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by Phyllis A. Korab, as Interim City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT":

Witnesses:

Linda Cichon
Mary L. Chambers

Healthy Mothers Healthy Babies Coalition of Broward County
Organization

By: *[Signature]*

Kathy Dunbar
Typed or Printed Name

Title: *Executive Director*

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of August, 2009 by Kathy Dunbar as Executive Director of Healthy Mothers, Healthy Babies Florida corporation. He/she is personally known to me or who has produced FLA. DRIVERS LICENSE (type of identification) as identification.

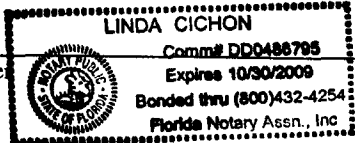
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Linda Cichon
(Signature of Notary Taking Acknowledgment)

Linda Cichon
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**CITY OF POMPANO BEACH
FISCAL YEAR 2010**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal name of organization: Healthy Mothers, Healthy Babies Coalition of Broward County, Inc.

2. Mailing Address: P.O. Box 350446, Fort Lauderdale, Florida 33315

3. Date of Incorporation: December 5, 1998

3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes X No
(please attach proof of tax exempt status)

4. Chief Executive Officer: Kathy Dunbar

Official Title: Executive Director Telephone #: (954)765-0550

5. Contact Person (if different from above): Linda Cichon
Telephone #: (954)765-0550 X 302

6. Provide a brief description of the organizations goals and objectives:

The mission of Healthy Mothers-Healthy Babies is to reduce infant deaths by providing resources and education to pregnant women, parents, and their families.

7. Amount of funding approved: \$2,500.00

ADDENDUM "1"

8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

According to the State of Florida Vital Statistic death ratio, minority infant deaths are double that of white infant deaths in Broward County; however Broward County Infant Mortality Review (FIMR) Project shows Pompano Beach statistics are triple that of other municipalities. The community needs being addressed are the reduction of racial and ethnic disparities in maternal and infant mortality and the improvement of birth outcomes. The funds will be used to assist minority women to access quality prenatal, postnatal and pediatric primary care by providing transportation to appointments via bus passes, cab rides and staff transportation.

Participants will be provided emergency food certificates to address adequate nutrition for fetal development and improve maternal health. Factors such as poor nutrition, obesity and anemia will also be addressed. A significant percent of participants in HM-HB "Closing the GAP" program are Pompano Beach residents. The funds will provide assistance to 50 City residents.

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

The funds will provide a unique opportunity by improving the quality of life for City residents. "Closing the GAP" program is a partner with the North Region Family Success Center, a County funded program. This relationship allows GAP to be a referral source to women requiring intensive services. GAP receives an average of three to five inquiries a week from the North Region Family Success Center requesting support for City residents.

The transportation provided by GAP supplements and offers relief to the over taxed Free "B" transportation service offered by the County to City residents. This provision ensures access and timely arrival for health care, support groups and other necessary appointments. The GAP program also compliments the State of Florida's nutritional Women Infant and Children (WIC) program offered to City residents by ensuring the participants adhere to the nutritional recommendation concerning diet changes which impacts fetal development and maternal health.

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes X No

10a. If yes, what is the ratio of this other funding to the City's recommended funding?

The State of Florida requires a 10% match funds for the GAP minority health program. City funds will provide leverage for a possible increase of funds in the upcoming fiscal year.

ADDENDUM "1 "

11. Does your organization receive support from the County or other cities? Yes No

11a. If yes, please list the amount(s) and source(s).

Broward County Human Services Division \$ 198,175.00

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"?

Direct delivery of services is 96%

13. PERFORMANCE MEASURES

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	Most Recently Completed Year 2008	Current Year Estimated 2009	Next Year Proposed 2010
Total Persons Served	70	70	55
Number of Pompano Beach residents served	61	58	50

ADDENDUM "1 "

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

		Current Year Adopted 2009	Next Year Proposed 2010
Resource Available:			
City of Pompano Beach		\$ 2,500.00	\$ 2,500.00
Federal Funding			
State Funding		\$ 150,000.00	\$ 125,000.00
Other Local Government Funding			\$ 198,175.00
Foundation Grants		\$1,648,588.00	\$ 1,824,450.00
User Fees			
Other Revenue Sources		\$ 430,368.00	\$ 116,878.00
Total Resources Available		\$2,231,456.00	\$ 2,267,003.00
Resource Allocated:			
Salaries		\$1,493,074.00	\$ 1,536,297.00
Benefits		\$ 373,027.00	\$ 354,838.00
Supplies		\$ 21,847.00	\$ 21,087.00
Contractual Services		\$ 19,985.00	\$ 40,962.00
Capital Outlay [Equipment]		\$ 2,100.00	\$ 3,100.00
Other		\$ 321,423.00	\$ 310,719.00
Total Resources Allocated		\$2,231,456.00	\$ 2,267,003.00

-END-

Internal Revenue Service

Date: August 3, 2007

HEALTHY MOTHERS-HEALTHY BABIES
COALITION OF BROWARD CO
PO BOX 350446
FORT LAUDERDALE FL 33303

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms. Jackie Johnson 17-57091
Customer Service Representative

Toll Free Telephone Number:
877-829-5500

Federal Identification Number:
65-0161493

Dear Sir or Madam:

This is in response to your request of August 3, 2007, regarding your organization's tax-exempt status. The address above has been updated as requested.

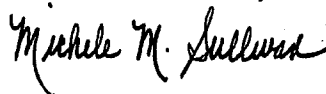
In May 1990 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

State of Florida

Department of State

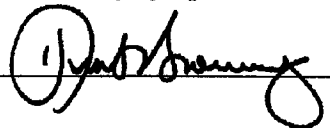
I certify from the records of this office that HEALTHY MOTHERS/HEALTHY BABIES COALITION OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on December 5, 1988.

The document number of this corporation is N29607.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on April 14, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Second day of April, 2009



Secretary of State



Authentication ID: 600151845796-042209-N29607

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>