

Meeting Date: October 13, 2009

Agenda Item 4

REQUESTED COMMISSION ACTION:

X Consent           Ordinance      X Resolution           Consideration           Workshop

SHORT TITLE OR MOTION: 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 MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. TO PROVIDE PROGRAMS THAT FOSTER SKILLS FOR MENTAL WELLNESS THROUGH PREVENTION AND EDUCATION AND TO PROVIDE RECREATION SUPPORT TO THOSE WITH MENTAL ILLNESS; PROVIDING AN EFFECTIVE DATE.


Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with Mental Health Association of Broward County, Inc. will be in effect during fiscal year 2010 to provide financial and programmatic accountability for expenditure of City funds. The Agreement is for a period of one (1) year and the funding level of \$4,000 was approved on September 21, 2009 with adoption of the FY 2010 budget.

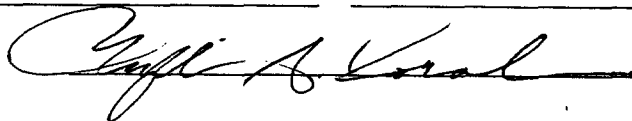
Mental Health Association of Broward County, Inc. works to promote mental health and to prevent mental illness through education, prevention, advocacy and empowerment programs. Funds will help to assure access to services, which are dependent on local resources to compliment grant funding. Number of Pompano residents proposed to be served are 1,805.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Brian Donovan, Ernesto Reyes Ext. 4601
- (3) Expiration of contract, if applicable: September 30, 2010
- (4) Fiscal impact and source of funding: Funds budgeted in Account No. 001-9910-599.82-14

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget Office	09/14/09	Approved	

x Interim City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2010-\_\_\_\_\_

**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 MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. TO PROVIDE PROGRAMS THAT FOSTER SKILLS FOR MENTAL WELLNESS THROUGH PREVENTION AND EDUCATION AND TO PROVIDE RECREATION SUPPORT TO THOSE WITH MENTAL ILLNESSES; 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 Mental Health Association 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 Mental Health Association 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

**Mental Health Association of Broward County, Inc.**

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

**Mental Health Association of Broward County, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **7145 W. Oakland Park Boulevard, Lauderhill, Fl 33313** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2009-10 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$4,000** 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 **\$4,000** 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 "I"*. 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 "I"*. 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 "I"* 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 "I"* 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":**

Mental Health Association of Broward County, Inc.

Witnesses:

Helen Latch  
Ch Latch

Organization \_\_\_\_\_  
By: Anita Godfrey  
Anita Godfrey  
Anita Godfrey  
Typed or Printed Name

Title: President/CEO

STATE OF FLORIDA  
COUNTY OF BROWARD

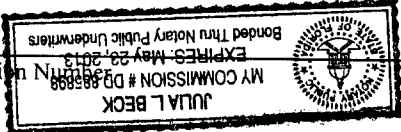
The foregoing instrument was acknowledged before me this 31 day of August, 2009 by Anita Godfrey as President/CEO of Mental Health Association of Broward County, Inc., a Florida corporation. He/she is personally known to me or who has produced n/a (type of identification) as identification.

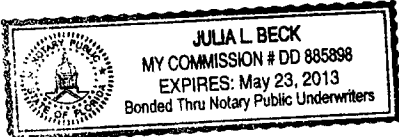
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Julia L Beck  
(Signature of Notary Taking Acknowledgment)

Julia L Beck  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_  




**CITY OF POMPANO BEACH  
FISCAL YEAR 2010**

*FUNDING FOR NOT-FOR-PROFIT ORGANIZATIONS*

1. Legal name of organization: MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC.
2. Mailing Address: 7145 W. Oakland Park Blvd., Lauderhill, Fl 33313
3. Date of Incorporation: November 1957 and May 1986
  - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes XX No \_\_\_\_\_  
**(Please attach proof of tax exempt status)**
4. Chief Executive Officer: Anita Godfrey  
Official Title: President/CEO Telephone #: 954-746-2055
5. Contact Person (if different from above): n/a  
Telephone: n/a
6. Provide a brief description of the organization's goals and objectives:

The Mental Health Association of Broward County works to promote mental wellness for all persons in the community. Its goals are to educate the public about issues of mental health and illness; to promote preventions strategies that reduce stress and build competencies for healthy living; and to provide supports and services that help persons with mental illness to live successfully in the community. Specific programs include free information and referral services, court approved and community based parent training, school based mentoring, education programs for children and for families, specific services to families of children with severe mental illnesses, a range of free support groups, professional training, social and outreach services to persons with mental illness and operation of a consumer directed drop-in center serving persons with behavioral health diagnoses.

7. Amount of funding approved: \$4,000

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).

Funds will contribute to required local support for programs and services of the agency, specifically for parent training services as offered through MHA's contract with ChildNet, Inc. for services to reunite families.

Consistent with current productivity, we anticipate services to be delivered to up to in 80 Pompano Beach families in the 2009-2010 fiscal period. In addition, Pompano Beach residents will have access to the full range of MHA programs and services including children's prevention, outreach, education and empowerment.

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

Funds support services not available through other means. Participating families are ordered to complete the MHA-PEPS program as a condition of reunification. Additional education and screening programs identify behavioral health risk factors while referral services link residents to appropriate community resources. Volunteer training enhances competencies for residents who may then provide additional support and service to residents of the City (school based prevention initiatives).

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?

Funds will contribute to local match requirements of MHA's Child Net Contract (a sub-agreement to ChildNet's contract with DCF). The \$4,000 match share supported by Pompano Beach will allow us to draw down \$12,000 in service dollars. ( 25% local match).

ADDENDUM "1"

11. Does your organization receive support from the **County** or other **cities**? Yes X

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

Broward County Local Match	\$ 112,856 (fy-09)
Broward County Service Funding	\$ 88,147 (fy-09 Consumer Support)
	\$217,000 (fy-09 Family Support)
	\$ 40,000 (fy-09 Training)
<b>TOTAL COUNTY</b>	<b>\$458,003 (FY09)</b>

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 90%

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	Current Year Estimated 2009	Next Year Proposed 2010
	<b>2008</b>		
Total Persons Served (estimated)	25,000	25,000	25,000
Number of Pompano Beach residents served	1751	1338	1805
<b>Children's Prevention</b> I'm Thumbbody, and Listen to Children*	950	500	1000
<b>Parent Training</b> Classes, groups, individual and outreach	70	78	75
<b>Consumer Support services</b> to persons with behavioral disorders including 9Muses Art Center	91	120	90
Public Education Publication distribution; public education; advocacy initiatives; media exposure	640 ++	640 ++	640

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 FY 2009	Next Year Proposed 2010
<b>Resource Available:</b>			
City of Pompano Beach		4,000	4,000
Federal Funding *			
State Funding		364,550	364,608
Other Government Funding		458,003	429,356
Foundation Grants		50,000	50,000
User Fees		47,000	31,600
Other Revenue Sources		525,477	424,988
<b>Total Resources Available</b>		<b>1,449,030</b>	<b>1,304,552</b>

<b>Resources Allocated:</b>			
Salaries		803,200	774,735
Benefits (includes fica/mc, wc, uc, health & life & personnel processing expenses)		197,600	167,327
Supplies		35,500	67,690
Contractual Services		110,800	56,500
Capital Outlay (equipment)		24,000	10,000
Other (program expenses)		277,930	228,300
<b>Total Resources Allocated</b>		<b>1,449,030</b>	<b>1,304,552</b>

-END-

**ATTACHMENT F  
IRS FORM 501(c)(3)**

**Internal Revenue Service**

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

**Date:** January 25, 2006

**Person to Contact:**  
Roger Meyer  
ID# 31-07707  
**Toll Free Telephone Number:**  
877-829-5500  
**Federal Identification Number:**  
59-0816448

MENTAL HEALTH ASSOCIATION OF  
BROWARD COUNTY INC  
7145 W OAKLAND PARK BLVD  
LAUDERHILL, FL 33313-1012

Dear Sir or Madam:

This is in response to your request of November 8, 2005, regarding your tax-exempt status.

In April 1993 we issued a determination letter that recognized you as exempt from federal income tax. Our records indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that you are 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 you 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,

*Cindy M. Westcott*

Cindy Westcott  
Manager, EO Determinations

**RECEIVED**

JAN 30 2006

# *State of Florida*

## *Department of State*

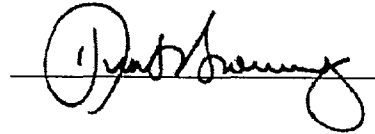
I certify from the records of this office that MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on May 15, 1986.

The document number of this corporation is N14936.

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 September 1, 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 Third day of September, 2009*



*Secretary of State*



Authentication ID: 700160196667-090309-N14936

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

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