

Meeting Date: October 13, 2009

Agenda Item 6

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 BROWARD HOMEBOUND PROGRAM, INC. TO PROVIDE CASE MANAGEMENT AND IN-HOME SERVICES TO ELDERLY AND DISABLED ADULTS; PROVIDING AN EFFECTIVE DATE.


Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with Broward Homebound Program, 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 \$5,000 was approved on September 21, 2009 with adoption of the FY 2010 budget.

The Broward Homebound Program, Inc. provides case management and in-home services to elderly and disabled adults throughout Broward County. These in-home services include homemaker, personal care, respite care and home delivered meals. Funds will be used to provide services to approximately 65 Pompano Beach residents.

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. 001-9910-599.82-80

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

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 BROWARD HOMEBOUND PROGRAM, INC. TO PROVIDE CASE MANAGEMENT AND IN-HOME SERVICES TO ELDERLY AND DISABLED ADULTS; 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 Broward Homebound Program, 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 Broward Homebound Program, 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

Broward Homebound Program, 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.

Broward Homebound Program, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **C/O North Broward Medical Center, 201 E. Sample Rd. Deerfield Beach, Fl 33064** 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 **\$5,000** 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 **\$5,000** 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 "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:

Sharon Dawson
Heddie H. Kishalm

BROWARD HOMEBOUND PROGRAM, INC.
Organization

By: *Gail Silver*

GAIL SILVER
Typed or Printed Name

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25TH day of AUGUST, 2009 by GAIL SILVER as PRESIDENT of BROWARD HOMEBOUND PROGRAM, INC., a Florida corporation. ~~He~~ she is personally known to me ~~or who has~~ produced _____ (type of identification) as identification.

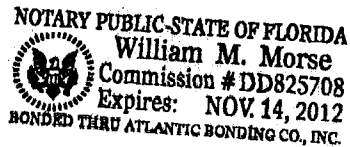
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

William M. Morse
(Signature of Notary Taking Acknowledgment)

WILLIAM M. MORSE
(Name of Acknowledger Typed, Printed or Stamped)

DD825708
Commission Number



ADDENDUM "1"

**CITY OF POMPANO BEACH
FISCAL YEAR 2010**

FUNDING FOR NOT-FOR-PROFIT ORGANIZATIONS

1. Legal name of organization: Broward Homebound Program, Inc.
2. Mailing Address: c/o/ North Broward Medical Center, 201 E. Sample Rd
Deerfield Beach, Florida 33064
3. Date of Incorporation: April 9, 1986
 - 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: Sharon F. Ross
Official Title: Executive Director Telephone #: 954-786-2484
5. Contact Person (if different from above): Same as above
Telephone #: _____
6. Provide a brief description of the organization's goals and objectives:

The mission of the Broward Homebound Program, Inc. is "to enable the elderly and disabled adults of Broward County to live independently, at home, with dignity." The Agency provides case management services and arranges in-home, supportive services for its clients. The services provided include homemaker, personal care, respite care and live-in care for all clients. The disabled adults 18-59 years of age also may receive home delivered meals, adult day health care and medical supplies in addition to our other services.

In providing these services and linkages to other Broward County resources, the program achieves the objectives of positive improvement in the clients' overall condition and increased number of clients living at home. The goal of the program is to allow Broward Homebound Program's elderly and disabled adult clients to live independently and to avoid premature institutionalization.
7. Amount of funding approved: \$5,000

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

We anticipate serving sixty-five (65) residents of the City during our 2010 fiscal year (year ending June 30, 2010). The following information for the last completed fiscal year provides an indication of the type and amount of services that will be provided to the residents of Pompano Beach for the 2010 grant year.

During the Fiscal Year Ending June 30, 2009, the Broward Homebound Program, Inc. (BHP) provided in-home services and case management to sixty-one (61) Pompano Beach residents. The City of Pompano Beach was the third largest recipient of Broward Homebound Program services during Fiscal Year 2009.

Through our Subsidy Program, BHP furnished in-home services to twenty-four (24) disabled adults 18-59 years of age and fourteen (14) elderly Pompano Beach residents. These thirty-eight (38) clients received the following services:

Homemaker Services	926.00 hours
Personal Care	1114.00 hours
Respite Care	365.00 hours

The services provided affordable in-home care that enabled these Pompano Beach residents to remain living in the community and prevented premature institutionalization.

In addition, the Community Care for Disabled Adults and the Home-Delivered Meals Program provided an additional twenty-three (23) very low-income City of Pompano Beach disabled adults with the following services:

Homemaker Services	2736.00 hours
Personal Care	2921.75 hours
Respite Care	2822.00 hours
Adult Day Health Care	264.00 hours
Home Delivered Meals	1690.00 meals
Emergency Response	909.00 days

The funding received by the Agency from the City of Pompano Beach for Fiscal Year 2010 will be utilized by Broward Homebound Program to purchase subsidized homemaker, personal care and respite services for disabled adults and the elderly and home delivered meals for disabled adults 18-59 years of age who live alone and are unable to shop for and prepare their own meals.

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

The recommended funding will provide services to the residents of Pompano Beach that are not furnished by any other Agency. Broward Homebound Program is the only agency that provides home delivered meals and medical supplies to Broward County disabled adults, age 18 to 59 years of age, suffering from a variety of disabilities. And due to the increase in the

cost of managed care, BHP's elderly clients are increasingly in need of affordable in-home care as their hospital stays are shortened. Private home health care is very costly, home health is limited by the HMOs, and changes in Medicare regulations have reduced the amount of in-home care clients are able to receive. Broward Homebound Program's in-home care enables the disabled adults and elderly of Pompano Beach to remain living independently in the community and avoiding premature institutionalization.

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 ratio is 10 to 1

11. Does your organization receive support from the County or other cities?
 Y X No _____

11a. If yes, please list the amount(s) and source(s). For FY2009:

Broward County	\$73,451
Deerfield Beach	15,000
Sunrise Foundation	10,000
Tamarac	1,600
Hallandale	500
Coral Springs Community Chest	2,500
Davie	2,000
Miramar	1,000
Coconut Creek	5,000
Fort Lauderdale (CDBG)	13,944
Plantation (CDBG)	6,000
Hollywood	3,600
Hollywood (CDBG)	15,000
Oakland Park (CDBG)	15,692

12. What percentage of your organization's budget is direct delivery of services as opposed to "overhead"? 92%

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	847	786	820
Number of Pompano Beach Residents reserved	60	61	65
Homemaker Hours	3967.25	3662.00	3600.00
Personal Care Hours	3356.75	4035.75	3750.00
Respite Care Hours	3848.00	3187.00	3100.00
Adult Day Health Hours	356.00	264.00	300.00
Home Delivered Meals	1953.00	1690.00	1700.00

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	5,000	5,000
Federal Funding	185,117	260,500
State Funding	151,996	151,996
Other Local Government Funding	165,287	127,822
Foundation Grants	70,000	60,000
User Fees	316,063	310,000
Other Revenue Sources	340,756	325,000
Total Resources Available	\$1,234,219	\$1,240,318

Resource Allocated:			
Salaries & Taxes		436,104	435,707
Benefits		44,643	47,391
Supplies		12,499	13,100
Contractual Services		606,629	600,406
Capital Outlay (Equipment)		400	2,250
Other		133,944	141,464
Total Resources Allocated		\$1,234,219	\$1,240,318

END

Certificate of Status

I certify from the records of this office that BROWARD HOMEBOUND PROGRAM, INC. is a corporation organized under the laws of the State of Florida, filed on April 09, 1986.

The document number of this corporation is N14278.

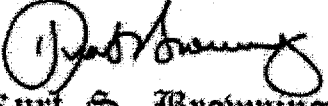
I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report/uniform business report was filed on January 05, 2009, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by this code, 090107002323-600139468966#1.


Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of January, 2009




Kurt S. Browning
Secretary of State

CINCINNATI OH 45999-0038

In reply refer to: 0248404892
July 02, 2008 LTR 4168C E0
59-2668389 000000 00 000
00025186
BODC: TE


BROWARD HOMEBOUND PROGRAM INC
% NBMC
201 E SAMPLE RD CLASSROOM 4
DEERFIELD BEACH FL 33064-3502

000074

Employer Identification Number: 59-2668389
Person to Contact: Jeff Seibert
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 23, 2008, regarding your tax-exempt status.

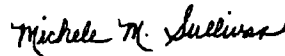
Our records indicate that a determination letter was issued in June 1987, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

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

Sincerely yours,



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