

Meeting Date: October 13, 2009

Agenda Item 7

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 SENIOR VOLUNTEER SERVICES, INC. TO ENGAGE OLDER ADULTS IN VOLUNTEER SERVICES TO MEET CRITICAL COMMUNITY NEEDS AND ENRICH THE LIVES OF VOLUNTEERS BY TUTORING AND MENTORING CHILDREN, AND PROVIDING SUPPORT AND COMPANIONSHIP TO FRAIL ELDERLY AND ADULTS WITH DISABILITIES; PROVIDING AN EFFECTIVE DATE.

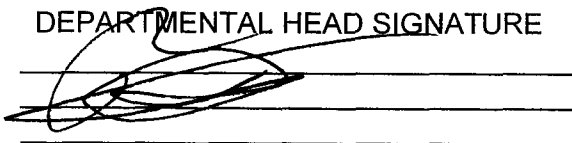
Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with Senior Volunteer Services, 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 \$500 was approved on September 21, 2009 with adoption of the FY 2010 budget.

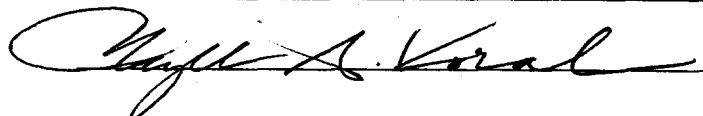
Senior Volunteer Services, Inc. engages older adults in volunteer service to meet the critical needs of the community and enrich the lives of volunteers. The organization tutors and mentors children and provides support and companionship to the frail elderly and disabled adults. The organization also places volunteers with other nonprofit organizations within the community to enhance service capacity. For fiscal year 2010 the organization expects to serve 650 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. 001-9910-599.82-32

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 _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 SENIOR VOLUNTEER SERVICES, INC. TO ENGAGE OLDER ADULTS IN VOLUNTEER SERVICE TO MEET CRITICAL COMMUNITY NEEDS AND ENRICH THE LIVES OF VOLUNTEERS BY TUTORING AND MENTORING CHILDREN, AND PROVIDING SUPPORT AND COMPANIONSHIP TO FRAIL ELDERLY AND ADULTS WITH DISABILITIES; 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 Senior Volunteer Services, 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 Senior Volunteer Services, 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

Senior Volunteer Services, 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.

Senior Volunteer Services, Inc., a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **4701 N. W. 33rd Ave., Fort Lauderdale, FL 33309** 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 **\$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 "I"* 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 **\$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:

Mary L. Chambers
City Clerk

(SEAL)

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:

W

Diane Smith

Senior Volunteer Services, Inc.
Organization

By: J.R. Gargotta

John Gargotta
Typed or Printed Name

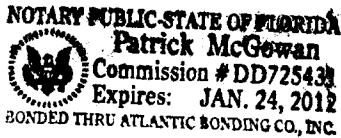
Title: Pres/CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of August, 2009 by John R. Gargotta as President of Senior Volunteer Services 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



Patrick McGowan

(Signature of Notary Taking Acknowledgment)

John R. Gargotta

(Name of Acknowledger Typed, Printed or Stamped)

DD 725431

Commission Number

**CITY OF POMPANO BEACH
Fiscal Year 2010**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal name of organization: Senior Volunteer Services, Inc.
2. Mailing Address: 4701 N.W. 33 Ave.
Fort Lauderdale, FL 33309-6807
3. Date of Incorporation: May 18, 1970
 - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes No
(Please attach proof of tax exempt status)
4. Chief Executive Officer: John R. Gargotta
Official Title: Executive Director Telephone #: 954 484-7117, ext. 102
5. Contact Person (if different from above): Diane Smith Telephone #: 954 484-7117, ext. 118
6. Provide a brief description of the organizations goals and objectives:

Senior Volunteer Services is the premier organization for older adults who want to remain active, healthy, and involved in their communities by contributing time to improve the lives of others.

The mission is to engage older adults in volunteer service to meet critical community needs and enrich the lives of volunteers. We accomplish this by tutoring and mentoring children; by providing support and companionship to frail elderly and adults with disabilities; and by placing volunteers with nonprofit organizations where their skills and experience enhance the capacity of services to our community. Our older adult volunteers impact education, health, human services, public safety needs, community and economic development, art and culture, and the environment.

7. Amount of funding approved: \$500

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).

There are currently about 150 children in Pompano Beach receiving one-on-one mentoring and tutoring through program volunteers. There are 31 Pompano Beach residents age 55 and above who serve in the Foster Grandparent Program and Retired and Senior Volunteer Program. The \$500 from the City will be applied toward the costs of the programs to serve the volunteers and children from Pompano Beach. It will provide 189 hours of tutoring and mentoring.

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

The Foster Grandparent Program's 24 senior volunteers provide one-on-one tutoring and mentoring to 150 children in the elementary schools in Pompano Beach. Seven senior volunteers who are residents of Pompano Beach volunteer through the Retired and Senior Volunteer Program at the Broward Children's Center, Broadview Elementary School and Crystal Lake Community School impacting 500 children.

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 No

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

The RSVP program requires a 30% match and the funding received from local sources is utilized to meet the match requirement along with in-kind contributions. The \$500 grant will be applied to meet the 30% match required for the Retired and Senior Volunteer Program which is funded at \$145,789. The match required is \$43,736.

ADDENDUM "1"

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

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

School Board of Broward County	\$170,000
Broward County Commission	\$44,000
Broward County Libraries	\$38,136
Coral Springs Community Chest	\$1,000
Children Services Council	\$37,500
CDBG City of Deerfield Beach	\$14,342
CDBG City of Plantation	\$6230
Wilton Manors	\$2,750
Lauderdale Lakes	\$350

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 87%

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	3,654	3,654	3,500
Number of Pompano Beach residents served	650	650	650
Note: The \$500 will pay for 189 hours of tutoring and mentoring.			

ADDENDUM "1"

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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		\$ 500	\$ 500
Federal Funding		993,082	993,082
State Funding (through Area Agency on Aging)		50,000	50,000
Other Local Government Funding		271,200	271,200
Foundation Grants		128,000	128,000
User Fees		0	0
Other Revenue Sources		341,797	341,797
Total Resources Available		\$1,784,579	\$1,784,579

Resource Allocated:			
Salaries		\$ 567,628	\$ 567,628
Benefits		104,104	104,104
Supplies		11,000	11,000
Contractual Services		43,400	43,400
Capital Outlay [Equipment]		0	0
Other		1,058,447	1,058,447
Total Resources Allocated		\$1,784,579	\$1,784,579

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248459780
Feb. 14, 2008 LTR 4168C E0
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00014901
BODC: TE

SENIOR VOLUNTEER SERVICES INC
4701 NW 33RD AVE
OAKLAND PARK FL 33309-6807010

14308

Employer Identification Number: 59-1297932
Person to Contact: Mr. Pillis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Feb. 07, 2008, regarding your tax-exempt status.

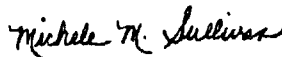
Our records indicate that a determination letter was issued in August 1972, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

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

Certificate of Status

I certify from the records of this office that SENIOR VOLUNTEER SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 1970.

The document number of this corporation is 718531.

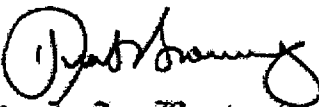
I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report/uniform business report was filed on January 30, 2009, and its status is active.

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, 090130234553-600142475346#1.

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




Kurt S. Browning
Secretary of State