

RESOLUTION NO. 2012-_____

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 _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

:jrm
9/6/11
l:reso/aa/2011-428

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
CITY OF POMPANO BEACH AND

Broward Homebound Program, Inc.

THIS AGREEMENT, made and entered into in duplicate on this 11th day of **October, 2011** 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 East Sample Road, Deerfield Beach, FL 33064** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2011-12 (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, 2011 and ending September 30, 2012; 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, 2011, and shall terminate on the 30th day of September, 2012, 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, 2011 through September 30, 2012 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, 2012, 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: _____
Dennis W. Beach, 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 _____, 2011 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 _____, 2011 by Dennis W. Beach, as 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 _____, 2011 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:

[Handwritten signatures of witnesses]

BROWARD HOMEBOUND PROGRAM, INC.
Organization

By: *[Handwritten signature]*

GAVIN MALCOLM
Typed or Printed Name

Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of August, 2011 by Gavin Malcolm as Vice 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

[Handwritten signature: Mary L. Longshore]
(Signature of Notary Taking Acknowledgment)

MARY L. Longshore
(Name of Acknowledger Typed, Printed or Stamped)

DD - 954863
Commission Number



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 (60) residents of the City during our 2012 fiscal year (year ending June 30, 2012). 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 2012 grant year.

During the Fiscal Year Ending June 30, 2011, the Broward Homebound Program, Inc. (BHP) provided in-home services and case management to forty-seven (47) Pompano Beach residents. The City of Pompano Beach was the third largest recipient of Broward Homebound Program services during Fiscal Year 2011.

Through our Subsidy Program, BHP furnished in-home services to twenty-three (23) disabled adults 18-59 years of age and two (2) elderly Pompano Beach residents. These twenty-five (25) clients received the following services:

Homemaker Services	113.00 hours
Home-Delivered Meals	260.00 meals
Case Management	1710.00 hours

The services provided affordable in-home care and case management 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-two (22) very low-income City of Pompano Beach disabled adults with the following services:

Homemaker Services	3454.00 hours
Personal Care	6388.00 hours
Respite Care	2958.50 hours
Adult Day Health Care	1501.75 hours
Home Delivered Meals	2328.00 meals
Emergency Response	1088.00 days

The funding received by the Agency from the City of Pompano Beach for Fiscal Year 2012 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 no-cost 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 FY2012:

Broward County	\$73,451
Deerfield Beach	15,000
Coral Springs Community Chest	2,500
Plantation (CDBG)	7,000
Oakland Park (CDBG)	15,200
Hollywood General Revenue	5,000

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 2010	Current Year Estimated 2011	Next Year Proposed 2012
Total Persons Served	717	580	600
Number of Pompano Beach Residents Served	63	47	60
Homemaker Hours	4306.50	3567.00	3800.00
Personal Care Hours	6423.00	6388.00	6000.00
Respite Care Hours	4140.75	2958.50	3200.00
Adult Day Health Care Hours	1567.25	1501.75	1300.00
Home Delivered Meals	2875.00	2588.00	2200.00

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

	Current Year Adopted 2011	Next Year Proposed 2012
Resource Available:		
City of Pompano Beach	5,000	5,000
Federal Funding	195,450	197,000
State Funding	151,996	151,996
Other Local Government Funding	120,817	116,341
Foundation Grants	30,000	25,000
User Fees	115,455	100,000
Other Revenue Sources	269,128	195,000
Total Resources Available	\$887,846	\$790,337

Resource Allocated:			
Salaries & Taxes		363,732	336,244
Benefits		21,444	20,783
Supplies		9,000	8,060
Contractual Services		389,874	321,000
Capital Outlay (Equipment)		2,525	2,250
Other		101,271	102,000
Total Resources Allocated		\$887,846	\$790,337

END

7. Departmental Responsibilities

a. Department Obligations

- (1) The Department will supply all new providers with a copy of the Community Care for Disabled Adults Operating Procedures, CFOP 140-8.
- (2) The Department will provide CCDA technical assistance to the provider, relative to the negotiated terms of this contract and instructions for submission of required data.

b. Department Determinations

Should a dispute arise, the Department will make the final determination as to whether the contract terms are being fulfilled according to the contract specifications.

c. Monitoring Requirements

The provider will be monitored in accordance with existing departmental procedures (CFOP 75-8).

C. Method of Payment

1. Payment Clause

- a. This is a fixed price (unit cost) contract. The Department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$455,988.00**, subject to the availability of funds. The annual contract totals shall be **\$151,996.00** for **State Fiscal Year 2010-2011**; **\$151,996.00** for **State Fiscal Year 2011-2012**; and **\$151,996.00** for **State Fiscal Year 2012-2013**, subject to the availability of funds.
- b. The Department shall make payments to the provider for the provision of services up to the maximum number of units of service at the rates shown below.
- c. The Department agrees to pay for the service units at the unit price(s) and limits listed below.

Service Units	Unit Price	Maximum # of Units allowable each fiscal year
Adult Day Care	\$7.52 / hour	20,000
Adult Day Health Care	\$7.52 / hour	20,000
Case Management	\$45.00 / hour	3,400
Chore	\$17.00 / hour	9,000
Emergency Alert Response	\$1.05 / day	145,000
Home Delivered Meals	\$4.00 / meal	38,000
Homemaker	\$13.00 / hour	12,000
Personal Care	\$13.00 / hour	12,000
Respite	\$13.00 / hour	12,000

- d. The provider's agrees to provide local matching funds in the amount of **\$15,199.60** for **State Fiscal Year 2010-2011**; **\$15,199.60** for **State Fiscal Year 2011-2012**; and **\$15,199.60** for **State Fiscal Year 2012-2013**, totaling **\$45,598.80** for the contract period.
- e. Cash or in kind resources may be used to meet this match requirement.

2. Invoice Requirements

The provider shall request payment through submission of a properly completed Invoice, **Exhibit A**, within **fifteen (15)** days following the end of the month for which payment is being requested. The provider shall submit to the contract manager an original or electronic Invoice (**Exhibit A**), as determined by the Department, **Exhibit B**, and **one (1)** copy, along with supporting documentation. Payment due under this contract will be withheld until the Department has confirmed delivery of negotiated services.

Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

3. Supporting Documentation

- a. It is expressly understood by the provider that any payment due the provider under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and program reports due from the provider as a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented

OGDEN UT 84201-0038

In reply refer to: 0437870217
July 28, 2011 LTR 4168C 0
59-2668389 000000 00

00027601
BODC: TE

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

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

Dear Taxpayer:

This is in response to your July 19, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June, 1987.

Our records also indicate that 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.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

State of Florida

Department of State

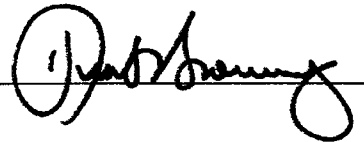
I certify from the records of this office that BROWARD HOMEBOUND PROGRAM, INC. is a corporation organized under the laws of the State of Florida, filed on April 9, 1986.

The document number of this corporation is N14278.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 25, 2011, 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 Sixth day of February, 2011



Secretary of State



Authentication ID: 600196095486-022611-N14278

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

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



CITY OF POMPANO BEACH
OFFICE OF CITY MANAGER

2011 SEP -6 AM 11:37

City Attorney's Communication #2011-1661

September 6, 2011

TO: Christine Wodka, Office/Budget Assistant

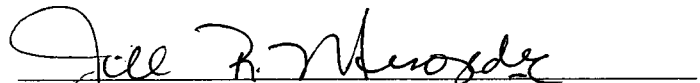
FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney *GBL*

RE: FY 2012 Non-Profit Agreements

As requested in your memorandum of August 30, 2011, I have prepared and attach hereto seven (7) resolutions for FY 2012 Non-Profit Agreements.

If I may be of any further assistance, please feel free to contact me.



JILL R. MESOJEDEC

/jrm
l:cor/budget/2011-1661

Attachments