

Meeting Date: October 13, 2015

Agenda Item 11

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 IMPACT BROWARD, INC. TO PROVIDE SUPPORTIVE SERVICES TO ELDERLY AND DISABLED ADULTS; PROVIDING AN EFFECTIVE DATE. (Total Cost: \$500)

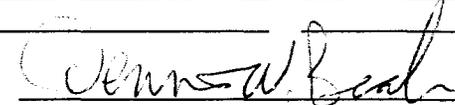
Summary of Purpose and Why:

The following represents a Miscellaneous Appropriations Agreement with Impact Broward, Inc. that will be in effect for fiscal year 2016. The Agreement will provide financial and programmatic accountability for expenditure of City funds. The Agreement is for a period of one (1) year with an associated funding level of \$500, which was approved on September 21, 2015 with the adoption of the FY 2016 budget.

Impact Broward, Inc. has a mission to impact and enrich our community by engaging individuals through service to meet critical needs of children, adults and nonprofits in Broward County. The organization tutors and mentors children and provides support and companionship to frail elderly and adults with disabilities. The organization also places volunteers with other nonprofit organizations within the community to enhance service capacity. For fiscal year 2016, the organization expects to serve approximately 33 Pompano Beach residents.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager Ext. 4049
- (3) Expiration of contract, if applicable: September 30, 2016
- (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	<u>9-29-15</u>	<u>Approve</u>	
City Attorney	<u>10-1-15</u>		
Finance	<u>10-1-15</u>	<u>Approve</u>	<u>S. Subale</u>
 <input checked="" type="checkbox"/> 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 IMPACT BROWARD, INC. TO PROVIDE SUPPORTIVE 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 Impact Broward, 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 Impact Broward, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND
Impact Broward, Inc.

THIS AGREEMENT made and entered into in duplicate on this ___ day of _____, 2015 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

Impact Broward, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **4701 NW 33rd Avenue, Fort Lauderdale, FL 33309** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2015-16 (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, 2015 and ending September 30, 2016; 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 16th 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 2015, and shall terminate on the 30th day of September 2016, unless cancelled 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

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 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, 2015 through September 30, 2016 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, 2016, 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)

Asceleta Hammond, CMC
City Clerk

Approved As To Form:

Gordon B. Linn, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 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 _____, 2015 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 _____, 2015 by ASCELETA HAMMOND, 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:

Diane Smith
Andre Smith

Impact Broward, Inc.
Organization

By: [Signature]

John Gargotta
Typed or Printed Name

Title: President & CEO

STATE OF FLORIDA
COUNTY OF BROWARD

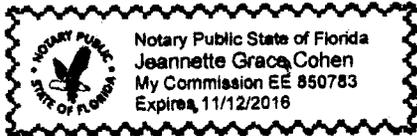
The foregoing instrument was acknowledged before me this 16 day of August, 2015 by John Gargotta as President/CEO of Impact Broward, Inc., a Florida corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Jeannette Cohen
(Signature of Notary Taking Acknowledgment)

Jeannette Cohen
(Name of Acknowledger Typed, Printed or Stamped)



850783
Commission Number

ADDENDUM "1"

**CITY OF POMPANO BEACH
FISCAL YEAR 2016**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Impact Broward, Inc.
2. Mailing Address: 4701 NW 33 Ave.
Fort Lauderdale, Fl. 33309
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 Gargotta
Official Title: President & CEO Telephone #: 954-484-7117
5. Contact Person (if different from above): Diane Smith Telephone #: 954-484-7117
6. Provide a brief description of the organizations goals and objectives

Impact Broward, Inc. 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. Our mission is to impact and enrich our community by engaging individuals through service to meet critical needs of children, adults and nonprofits in Broward County. 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 requested: \$500.00
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).

The funding will be utilized to support the Senior Companion Program that utilizes low income adults 55 years of age and older as volunteers to provide weekly in-home companionship and supportive services to elderly and disabled adults and to offer respite to their caregivers throughout

ADDENDUM "1"

Broward County. The weekly visits to the elderly and disabled adults by the senior companions reduce their isolation, increase their positive mental health, improve their quality of life and enable them to live independently in their own homes. Last fiscal year the Senior Companion Program utilized the services of 135 older adult volunteers who provided 89,113 hours of volunteer services to 437 elderly and disabled adults throughout Broward County. The Senior Companion Program has a match requirement of 10% of our \$327,043 annual federal allocation or \$32,704. This year the need for volunteers is greater than ever due to the economy. Funding received from the City of Pompano Beach will be utilized to meet a portion of the required match.

There are ten residents of Pompano Beach who are volunteers working with our Senior Companion Program. The ten senior companion volunteers provide weekly supportive and companionship services to 23 elderly and disabled adults residing in Pompano Beach.

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

The funding will support a portion of the cost of the tax free stipend paid to the ten senior companion volunteers who provide weekly visits to 23 elderly and disabled adult residents of Pompano Beach. There are no other agencies providing this type of service.

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?
1-9

The Senior Companion Program requires a 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 match required for the Senior Companion Program. The total required match for the program is \$32,704.

ADDENDUM "1"

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

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

School Board of Broward County	\$170,000
Broward County Libraries	\$34,419
Coral Springs Community Chest	\$1,300

CDBG City of Hollywood	\$10,600
CDBG City of Plantation	\$12,590

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 85%

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 2014	Current Year Estimated 2015	Next Year Proposed 2016
Total Persons Served	4,200	4311	4400
Number of Pompano Beach residents served	79	78	85
Senior Companion Program:	10 volunteers and 23 clients	10 volunteers and 23 clients	10 volunteers and 23 clients

ADDENDUM "1"

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

		Last Year Adopted 2015	Current Year Proposed 2016
Resource Available:			
City of Pompano Beach		500	500
Federal Funding		977,422	977,422
State Funding		140,976	111,050
Other Local Government Funding		228,109	227,609
Foundation Grants		230,238	222,923
User Fees		0	0
Other Revenue Sources		351,851	372,495
Total Resources Available		1,929,096	1,911,999

Resource Allocated:			
Salaries		683,911	680,676
Benefits		138,737	139,279
Supplies		14,000	9,330
Contractual Services		37,200	38,290
Capital Outlay [Equipment]		11,000	12,200
Other		1,044,248	1,032,224
Total Resources Allocated		1,929,096	1,911,999

- *Please provide line item detail for expenses over \$10,000*

2015-2016 Agency Budget

Impact Broward, Inc.
Approved Organizational Budget
FY 2015-2016

REVENUE	TOTAL
Government	
Federal – Corporation for National & Community Service	977,422
School Board of Broward County	170,000
CDBG Hollywood	10,600
CDBG Plantation	12,590
City of Pompano	500
Broward County Library	34,419
Total Government	1,205,531
United Way of Broward County	157,050
Jerry Taylor and Nancy Bryant Foundation (pending)	30,000
Area Agency on Aging	111,050
A.D. Henderson Foundation	26,656
BJ's Foundation	4,167
Community Foundation of Broward	25,000
Jim Moran Foundation	79,000
GSK Cares	600
Jewish Federation	7,500
American Express Foundation	25,000
Peacock Foundation	25,000
Grants and Foundations	39,325
Total Foundations, ADRC & United Way Initiatives	373,298
Special Events	
Special Events	93,050
Board Designated Reserves	46,460
Individual Contributions	30,000
Interest	200
Revenue Sub-Total	1,905,589
In-Kind Revenue	6,410
TOTAL REVENUE	1,911,999
EXPENSES	
Total Salaries	680,676
Benefits	
Health, Disability, Dental, Life & WC	68,005
Annuity	6,807
Total Benefits	74,812
Taxes	
FICA	52,072
State Unemployment	2,604
Workers Comp	9,802
Total Taxes	64,478
Maintenance, Repair, Lease Equip.	12,200
Professional Fees	
Audit	16,500
Computer Service Fees	16,298
P/R Outsourcing Fees	2,592
Social Media/Marketing	2,900
Total Professional Fees	38,290

Insurance		
General Liability		6,500
D & O		2,000
Total Insurance		8,500
Memberships		1,615
Occupancy		54,037
Printing/Publications		
Advertising/Recruitment		500
Printed Materials		4,500
Periodicals, Books		100
Total Printing		5,100
Telephone		9,040
Postage		2,850
Supplies		9,330
Travel		6,750
Conference/Conventions/Meetings		
Conference / Conventions		14,900
Local Meetings, Events & P.R.		8,000
Total Conference/Conventions/Meetings		22,900
Assistance to Individuals		
Volunteer Stipends		665,539
Volunteer Travel		179,957
Recognition		17,150
In-Service Supplies		6,600
Insurance		4,021
Uniforms		3,759
Criminal Background Checks		1,290
Physicals		1,602
Total Assistance to Individuals		879,918
Subtotal Expenses		1,870,496
Event Expenses		30,493
Bank Costs and Depreciation		4,600
Total Event and Bank Expenses		35,093
SUB-TOTAL EXPENSES		1,905,589
In-Kind		
Volunteer Meals		1,500
Volunteer Training		4,910
Total In-Kind Expense		6,410
TOTAL EXPENSES INCLUDING IN-KIND		1,911,999

Registration with Florida Department of State Division of Corporations

State of Florida

Department of State

I certify from the records of this office that IMPACT BROWARD, 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, 2015, that its most recent annual report/uniform business report was filed on June 22, 2015, and that 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 the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of June,
2015*



Ken Detzner
Secretary of State

Tracking Number: CC8676006092

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

IRS Tax 501 (C) (3) Letter



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077556534
Nov. 16, 2011 LTR 4168C 0
59-1297932 000000 00

00028381
BODC: TE

IMPACT BROWARD INC
4701 NW 33RD AVE
OAKLAND PARK FL 33309-6807

017278

Employer Identification Number: 59-1297932
Person to Contact: SHARON LENARD
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 07, 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 August 1972.

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.

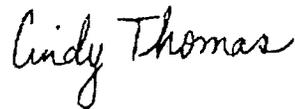
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third 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.

4077556534
Nov. 16, 2011 LTR 4168C 0
59-1297932 000000 00
00028382

IMPACT BROWARD INC
4701 NW 33RD AVE
OAKLAND PARK FL 33309-6807

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

Sincerely yours,



Cindy Thomas
Manager, EO Determinations

Exhibit "A"

Match Requirement for Senior Corps Programs

Notice of Grant Award

Corporation for National and Community Service

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Senior Companion Program****Grantee**Impact Broward Inc.
4701 NW 33rd Ave Oakland Park FL 33309-6807

EIN: 591297932

DUNS: 555960012

Award Information

Agreement No.:	13SCSFL001	Performance Period:	01/01/2013 - 06/30/2016
Amendment No.:	9	Budget Period:	07/01/2015 - 06/30/2016
CFDA No.:	94.016	Grant Year:	3

Award Description

Administrativ eamendment to remove the special condition

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the National and Community Service Act of 1990, as amended (42 U.S.C. § 12501 et seq.).

Funding Information

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$327,043	\$0	\$327,043
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$327,043	\$0	\$327,043

Cumulative Funding for Project Period

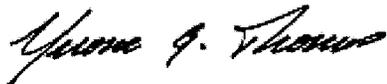
Total Awarded in Previous Amendments	\$926,622
Total CNCS Funds Awarded to Date	\$926,622

Funding Source and Amount

Not applicable to this award.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/GeneralTermsandConditions20141217.pdf>, and the Program Terms and Conditions found at https://egrants.cns.gov/termsandconditions/FGP_SCPSspecificTermsandConditions20141217.pdf. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

 09/03/2015

Signature

Award Date

Impact Broward Inc.

Legal Applicant

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Senior Companion Program

Grantee

Impact Broward Inc.
4701 NW 33rd Ave Oakland Park FL 33309-6807

EIN: 591297932
DUNS: 555960012

Corporation for National and Community Service:

Yvonne Walker
Senior Grants Officer

Yvonne Walker, 215-964-6325
Grants Officer

Gail Killeen, (407) 648-6117 0
Program Officer

Pamela Carre
Project Director

Diane M. Smith
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§ 2551.92 What are project funding requirements?

(a) *Is non-Corporation support required?* A Corporation grant may be awarded to fund up to 90 percent of the cost of development and operation of a Senior Companion project. The sponsor is required to contribute at least 10 percent of the total project cost from non-Federal sources or authorized Federal sources.

(b) *Under what circumstances does the Corporation allow less than the 10 percent non-Corporation support?* The Corporation may allow exceptions to the 10 percent local support requirement in cases of demonstrated need such as:

(1) Initial difficulties in the development of local funding sources during the first three years of operations; or

(2) An economic downturn, the occurrence of a natural disaster, or similar events in the service area that severely restrict or reduce sources of local funding support; or

(3) The unexpected discontinuation of local support from one or more sources that a project has relied on for a period of years.

(c) *May the Corporation restrict how a sponsor uses locally generated contributions in excess of the 10 percent non-Corporation support required?* Whenever locally generated contributions to Senior Companion projects are in excess of the minimum 10 percent non-Corporation support required, the Corporation may not restrict the manner in which such contributions are expended provided such expenditures are consistent with the provisions of the Act.

(d) *Are program expenditures subject to audit?* All expenditures by the grantee of Federal and non-Federal funds, including expenditures from excess locally generated contributions in support of the grant are subject to audit by the Corporation, its Inspector General, or their authorized agents.

(e) *How are Senior Companion cost reimbursements budgeted?* The total of cost reimbursements for Senior Companions, including stipends, insurance, transportation, meals, physical examinations, and recognition, shall be a sum equal to at least 80 percent of the amount of the federal share of the grant award. Federal, required non-Federal, and excess non-federal resources can be used to make up the amount allotted for cost reimbursements.

(f) *May a sponsor pay stipends at a rate different than the rate established by the Corporation?* A sponsor shall pay stipends at the same rate as that established by the Corporation.

§ 2551.93 What are grants management requirements?

What rules govern a sponsor's management of grants?

(a) A sponsor shall manage a grant in accordance with:

(1) The Act;

(2) Regulations in this part;

(3) 45 CFR Part 2541, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", or 45 CFR Part 2543, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";

(4) The following OMB Circulars, as appropriate A-21, "Cost Principles for Educational Institution", A-87, "Cost Principles for State, Local and Indian Tribal Governments", A-122, "Cost Principles for Non-Profit Organizations", and A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations" (OMB circulars are available electronically at the OMB homepage www.whitehouse.gov/WH/EOP/omb); and

(5) Other applicable Corporation requirements.

(b) Project support provided under a Corporation grant shall be furnished at the lowest possible cost consistent with the effective operation of the project.

(c) Project costs for which Corporation funds are budgeted must be justified as being necessary and essential to project operation.

(d) Other than reimbursement for meals during a normal meal period, project funds shall not be used to reimburse volunteers for expenses, including transportation costs, incurred while performing their volunteer assignments. Equipment or supplies for volunteers on assignment are not allowable costs. Assignment-related costs of transportation, equipment, supplies, etc. are the responsibility of the volunteer station or a third party, and are not an allowable grant cost.

(e) Volunteer expense items, including transportation, meals, recognition activities and items purchased at the volunteers' own expense and which are not reimbursed, are not allowable as contributions to the non-Federal share of the budget.

(f) Costs of other insurance not required by program policy, but maintained by a sponsor for the general conduct of its activities are allowable with the following limitations:

(1) Types and extent of and cost of coverage are according to sound institutional and business practices;

(2) Costs of insurance or a contribution to any reserve covering the

risk of loss of or damage to Government-owned property are unallowable unless the government specifically requires and approves such costs; and

(3) The cost of insurance on the lives of officers, trustees or staff is unallowable except where such insurance is part of an employee plan which is not unduly restricted.

(g) Costs to bring a sponsor into basic compliance with accessibility requirements for individuals with disabilities are not allowable costs.

(h) Payments to settle discrimination allegations, either informally through a settlement agreement or formally as a result of a decision finding discrimination, are not allowable costs.

(i) Written Corporation approval/concurrence is required for the following changes in the approved grant:

(1) Reduction in budgeted volunteer service years.

(2) Change in the service area.

(3) Transfer of budgeted line items from Volunteer Expenses to Support Expenses. This requirement does not apply if the 80 percent volunteer cost reimbursement ratio is maintained.

Subpart J—Non-Stipended Senior Companions.**§ 2551.101 What rule governs the recruitment and enrollment of persons who do not meet the income eligibility guidelines to serve as Senior Companions without stipends?**

Over-income persons, age 60 or over, may be enrolled in SCP projects as non-stipended volunteers in communities where there is no RSVP project or where agreement is reached with the RSVP project that allows for the enrollment of non-stipended volunteers in the SCP project.

§ 2551.102 What are the conditions of service of non-stipended Senior Companions?

Non-stipended Senior Companions serve under the following conditions:

(a) They must not displace or prevent eligible low-income individuals from becoming Senior Companions.

(b) No special privilege or status is granted or created among Senior Companions, stipended or non-stipended, and equal treatment is required.

(c) Training, supervision, and other support services and cost reimbursements, other than the stipend, are available equally to all Senior Companions.

(d) All regulations and requirements applicable to the program, with the exception listed in paragraph (f) of this section, apply to all Senior Companions.