

Meeting Date: October 13, 2015

Agenda Item 16

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 UNITY IN THE COMMUNITY OF POMPANO BEACH, INC. TO PROVIDE FOR ACTIVITIES AT THE UNITY IN THE COMMUNITY FAMILY FUN DAY; PROVIDING AN EFFECTIVE DATE. (Total Cost: \$3,500)

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with Unity in the Community of Pompano Beach, Inc. will be in effect during fiscal year 2016 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 \$3,500 was approved on September 21, 2015 with adoption of the FY 2016 budget.

Unity in the Community of Pompano Beach, Inc. will create a city-wide public event to serve all residents of Pompano Beach. All residents are invited to participate in the Annual Family Fun Day to experience unity in the community. The charitable purpose of the organization is to award scholarships to deserving high school graduates who are residents of the City to assist in the cost of pursuing higher education.

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. 001-9910-599.84-51

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	<u>9-29-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>10-15</u>	<u>[Signature]</u>	<u>[Signature]</u>
Finance	<u>10-1-15</u>	<u>Approve</u>	<u>S. Subble</u>
			<u>[Signature]</u>

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 UNITY IN THE COMMUNITY OF POMPANO BEACH, INC. TO PROVIDE FOR ACTIVITIES AT THE UNITY IN THE COMMUNITY FAMILY FUN DAY; 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 Unity in the Community of Pompano Beach, 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 Unity in the Community of Pompano Beach, 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

Unity in the Community of Pompano Beach, 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.

Unity in the Community of Pompano Beach, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **50 NE 1st Street, Pompano Beach, FL 33060** 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 **\$3,500** 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 **\$3,500** 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 by:

Mark E. Berman, 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:

Stacy Vitella
STACY VITELLA
Thomas D. Mann
Thomas D. Mann

Unity in the Community of PB, Inc.
Organization

By: Carolyn J. Mann
Carolyn J. Mann
Typed or Printed Name

Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

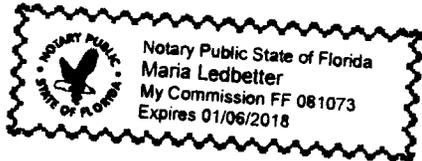
The foregoing instrument was acknowledged before me this 19th day of August, 2015 by Carolynn Mann of Pompano Beach, Inc. as President of Unity In The Community a Florida corporation. He/she is personally known to me, or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Maria Ledbetter
(Signature of Notary Taking Acknowledgment)

Maria Ledbetter
(Name of Acknowledger Typed, Printed or Stamped)



FF081073
Commission Number

**CITY OF POMPANO BEACH
FISCAL YEAR 2016**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Unity in the Community of Pompano Beach, Inc.
2. Mailing Address: 50 NE 1st St.
Pompano Beach, FL 33060
3. Date of Incorporation: _____
 - 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: Carolyn Mann
Official Title President Telephone #: 954-586-1111
5. Contact Person (if different from above): _____
Telephone #: _____
6. Provide a brief description of the organizations goals and objectives:

Purpose and mission: To create a City-wide public event to serve all the residents of Pompano Beach without charge. All residents are invited to participate in the annual event of coming together to experience unity in the community.

Charitable purpose: To annually award academic scholarships to recent high school graduates who are residents of the City of Pompano Beac. Scholarships are to be used toward the cost of higher education.

ADDENDUM "1"

7. Amount of funding requested: \$3,500

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).

City funds will be used to cover the expense of providing children and teen activities at the annual Unity in the Community Family Fun Day. Funds will also be used to market the event to the community and to cover the cost of rental equipment.

We estimate that about 5000 residents will be served through this one day event. The community need is to provide a time and place where City residents can come together to meet each other. The goal of the event is to foster a sense of unity among the residents by celebrating diversity.

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

The funding compliments the services provided by the Parks, Recreation and Cultural Arts Dept. by providing an event that has broad appeal to businesses, non-profit organizations, civic organizations and cultural organizations.

ADDENDUM "1"

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 X

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

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).

12. What percentage of your organization’s budget is direct delivery of service as opposed to “overhead”? 93%

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	4,000	5,000	6,000
Number of Pompano Beach residents served	3,600	4,500	5,400

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		2,800	3,500
Federal Funding			
State Funding			
Other Local Government Funding			
Foundation Grants			
User Fees			
Other Revenue Sources(donations)		11,293	12,475
Total Resources Available		\$14,093	\$15,975

Resource Allocated:			
Salaries			
Benefits			
Supplies		2,965	3,000
Contractual Services		5,128	7,975
Capital Outlay [Equipment]			
Other (Scholarships)		6,000	5,000
Total Resources Allocated		\$14,093	\$15,975

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

State of Florida

Department of State

I certify from the records of this office that UNITY IN THE COMMUNITY OF POMPANO BEACH, INC. is a corporation organized under the laws of the State of Florida, filed on January 6, 2012.

The document number of this corporation is N12000000222.

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 March 27, 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-seventh day of June,
2015*



Ken Detzner
Secretary of State

Tracking Number: CU6509368495

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

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 10 2012

UNITY IN THE COMMUNITY OF POMPANO
BEACH INC
201 NW 39 COURT
POMPANO BEACH, FL 33064

Employer Identification Number:
45-2777776
DLN:
17053174345012
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 6, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)