

Meeting Date: October 13, 2015

Agenda Item 18

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 THE CITY CHURCH RESOURCE CENTER, INC. BY OFFERING NUMEROUS PROGRAMS TO ASSIST WITH HOUSING, EMPLOYMENT, CLOTHING, FOOD ASSISTANCE AS WELL AS PARENTING AND CHILD DEVELOPMENT SERVICES; PROVIDING AN EFFECTIVE DATE. (Total Cost: \$5,000)

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with The City Church Resource Center, 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 \$5,000 was approved on September 21, 2015 with adoption of the FY 2016 budget.

The City Church Resource Center, Inc. will utilize the funding for numerous programs assisting with housing, employment, clothing, food assistance, as well as, offering parenting and child development services. It is anticipated that 200 Pompano Beach residents will be served.

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. 001-9910-599.82-44

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	<u>9-29-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>10-2-15</u>	<u>Approve</u>	<u>[Signature]</u>
Finance	<u>10-1-15</u>	<u>Approve</u>	<u>[Signature]</u>
			<u>[Signature]</u>

[Signature] x City Manager

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2016-\_\_\_\_\_

**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 THE CITY CHURCH RESOURCE CENTER, INC. BY OFFERING NUMEROUS PROGRAMS TO ASSIST WITH HOUSING, EMPLOYMENT, CLOTHING, FOOD ASSISTANCE AS WELL AS PARENTING AND CHILD DEVELOPMENT SERVICES; 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 The City Church Resource Center, 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 The City Church Resource Center, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

:jrm  
9/21/15  
l:reso/aa/2015-521

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND  
**The City Church Resource Center, 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.

**The City Church Resource Center, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **704 Hammondville Road, 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 1<sup>st</sup> through September 30<sup>th</sup>), 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, 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 **\$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

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:

\_\_\_\_\_  
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:

Peggy Porter  
Domest Sapp

The City Church Resource Center INC.  
Organization

By: Nakenya Robinson

Nakenya Robinson.  
Typed or Printed Name

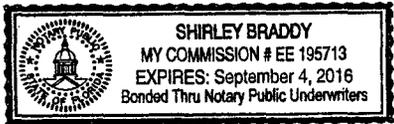
Title: Director of Programs

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of August, 2015  
by Nakenya Robinson. as Director of Programs of  
The City Church Resource Center Inc a Florida corporation. He/she is personally known to me or who has  
produced DL #R52624849431 (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



[Signature]  
(Signature of Notary Taking Acknowledgment)

Shirley Braddy  
(Name of Acknowledger Typed, Printed or Stamped)

EE 195713  
Commission Number

ADDENDUM "1"

**CITY OF POMPANO BEACH  
FISCAL YEAR 2016**

*FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS*

1. Legal Name of Organization: The City Church Resource Center Inc.

2. Mailing Address: 704 Hammondville Road  
Pompano Beach Florida 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  No   
**(Please attach proof of tax exempt status)**

4. Chief Executive Officer: Nakenya Robinson

Official Title: Director of Programs Telephone #: 954-861-7450

5. Contact Person (if different from above): \_\_\_\_\_  
Telephone #: \_\_\_\_\_

6. Provide a brief description of the organizations goals and objectives:

The City Church Resource Center Inc. is a faith based organization whose primary goal is to restore the livelihood of its members and surrounding neighbors. The City Church Resource Center Inc. has been in full function for 1 year and 4 months. Our entire span of function has been geared towards bettering the people and the community. Our goal and mission has consisted of reaching out to others and reclaiming the souls of the community in which births out of Mission Statement. "Reaching out to others with the hand of God through Deliverance."

7. Amount of funding requested: \$5,000.00

**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).

Our goal is to service 300 residents by offering numerous assistant programs throughout our resource chain. The City Church Resource Center will be assisting with housing, employment, rental assistance, utility assistance, relative rehabilitation placement, shelter placement, clothing/shoes/hygienic items, jail ministry, homeless assistance, parenting one on one /mothering to mothers/building fathers, child development services/mentoring academic assistance, pregnancy referrals, women groups referrals, widow ministry, food assistance and food stamp application assistance.

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

The recommended funding will complement the array of City services currently being provided to City residents by helping to restore the livelihood of the community.

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 x

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”? 35% delivery of service and 65% overhead

**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.

	<b>Most Recently Completed Year 2014</b>	<b>Current Year Estimated 2015</b>	<b>Next Year Proposed 2016</b>
Total Persons Served		300	300
Number of Pompano Beach residents served		200	200

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
<b>Resource Available:</b>			
City of Pompano Beach			\$5,000.00
Federal Funding			
State Funding			
Other Local Government Funding			
Foundation Grants			
User Fees			
Other Revenue Sources		\$8,000.00	
<b>Total Resources Available</b>		<b>\$8,000.00</b>	<b>\$5,000.00</b>

<b>Resource Allocated:</b>			
Salaries		0	\$1,750.00
Benefits			
Supplies		\$1,000.00	\$250.00
Contractual Services		\$1,500.00	\$250.00
Capital Outlay [Equipment]		\$2,500.00	\$1,000.00
Other		\$3,000.00	\$1,750.00
<b>Total Resources Allocated</b>		<b>\$8,000.00</b>	<b>\$5,000.00</b>

- *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 THE CITY CHURCH RESOURCE CENTER INC. is a corporation organized under the laws of the State of Florida, filed on February 10, 2015, effective February 10, 2015.

The document number of this corporation is N15000001394.

I further certify that said corporation has paid all fees due this office through December 31, 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 Second day of July, 2015*



*Ken DeFina*  
*Secretary of State*

Tracking Number: CU6830055967

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: APR 30 2015

THE CITY CHURCH RESOURCE CENTER INC  
704 HAMMONDVILLE RD  
POMPANO BEACH, FL 33060

Employer Identification Number:  
47-3075912  
DLN:  
17053054300015  
Contact Person:  
CARA D FRAN CZAK ID# 31452  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
January 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 10, 2015  
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.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Director, Exempt Organizations



## Consumer's Certificate of Exemption

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8016749588C-9	05/19/2015	05/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE CITY RESOURCE CENTER INC  
704 NW 3RD ST  
POMPANO BEACH FL 33060-5971

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.