

Meeting Date: October 13, 2015

Agenda Item 8

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 FEEDING SOUTH FLORIDA, INC. TO ESTABLISH A MOBILE FOOD PANTRY PROGRAM TO ASSIST INDIVIDUALS AND FAMILIES WITH A HEALTHY DIET; PROVIDING AN EFFECTIVE DATE. (Total Cost: \$5,000)

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with Feeding South Florida, 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.

Feeding South Florida, Inc. will establish a mobile food pantry program to assist individuals and families with a healthy diet. It is anticipated that Feeding South Florida, Inc. will serve 2,832 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. 001-9910-599.82-41

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	<u>9-29-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>10-7-15</u>		
Finance	<u>10-1-15</u>	<u>Approve</u>	<u>S. Sible</u>

[Signature]
 City Manager

[Signature]

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 FEEDING SOUTH FLORIDA, INC. TO ESTABLISH A MOBILE FOOD PANTRY PROGRAM TO ASSIST INDIVIDUALS AND FAMILIES WITH A HEALTHY DIET; 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 Feeding South Florida, 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 Feeding South Florida, 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

Feeding South Florida, 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.

Feeding South Florida, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **2501 SW 32nd Terrace, Pembroke Park, FL 33023** 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 **\$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

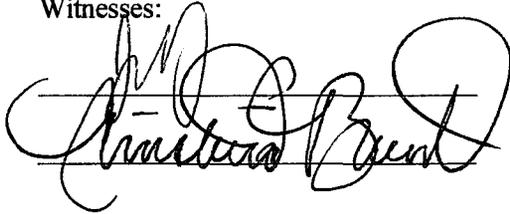
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

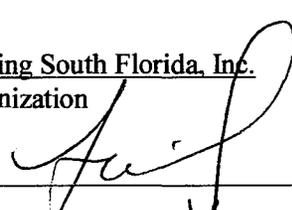
"RECIPIENT":

Witnesses:



Feeding South Florida, Inc.
Organization

By:


FRANCISCO VELEZ
Typed or Printed Name

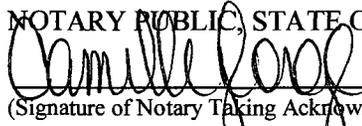
Title: CEO/PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of September, 2015
by FRANCISCO VELEZ as CEO/PRESIDENT of
Feeding South Florida, Inc., a Florida corporation. He/she is personally known to me or who has produced
drivers license (type of identification) as identification.

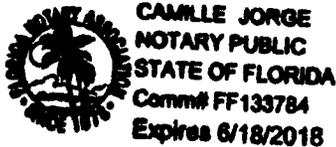
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA


(Signature of Notary Taking Acknowledgment)

Camille Jorge
(Name of Acknowledger Typed, Printed or Stamped)

FF133784
Commission Number



**CITY OF POMPANO BEACH
FISCAL YEAR 2016**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Feeding South Florida, Inc.

2. Mailing Address: 2501 SW 32 Terrace, Pembroke Park, FL 33023

3. Date of Incorporation: February 17, 1981

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: Francisco Vélez

Official Title: President & CEO Telephone #: 954.518.1841

5. Contact Person (if different from above): Christina Blunt
Telephone #: 954.518.1827

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

Feeding South Florida's vision is a hunger-free South Florida in which people have transitioned from a place of dependency to self-sufficiency. We seek to end hunger in South Florida by providing immediate access to nutritious food, leading hunger and poverty advocacy efforts and transforming lives through innovative programming and education.

As a member of the Feeding America™ network of 200 food banks throughout the United States, Feeding South Florida (FSF) serves 25 percent of the state's food insecure population throughout Palm Beach, Broward, Miami-Dade, and Monroe Counties. As the sole Feeding America food bank in South Florida, we rescued over 40 million pounds of food during fiscal year 2015, and distributed approximately 38 million pounds through a network of approximately 350 nonprofit partner agencies. We are ranked 38th out of 200 food banks, across the nation, for pounds distributed among the Feeding America network.

7. Amount of funding requested: \$5,000

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 how many people (City residents).

According to an analysis conducted by Feeding America, the Food Insecurity Rate in the City of Pompano Beach is 41 percent (compared to 18 percent, 15 percent, and 14 percent in the neighboring communities of North Fort Lauderdale, Margate, and Oakland Park respectively). One of the most effective ways for FSF to address this need, is through our Mobile Food Pantry Program. FSF’s innovative model has been the pioneer for bringing this direct service to many low income areas. The FSF Mobile Food Pantry uses a “farmers market” style distribution so that individuals and families who live in food deserts are able to access the fresh fruits, vegetables, dairy, and bread that are so vital to maintaining a proper diet. In this way, individuals have the option to choose the items they would like with the same dignity as shopping in a regular open-air market, rather than receiving donated items that they may not use. FSF’s truck will arrive in Pompano Beach, on three occasions approximately one hour prior to each distribution loaded with approximately 8,246 pounds of food or enough to make 6,872 meals, serving approximately 400 unduplicated Pompano residents per distribution. The load will consist of between six and eight different products with an emphasis on perishables such as fresh produce and dairy items.

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

Hunger is most commonly a symptom of a larger issue – systemic breakdown and poverty. A critical component of a high quality of life is good health, which starts with healthy eating. Unfortunately, food insecurity (not knowing from where you will get your next meal) is a significant barrier that prevents so many from living, working and thriving in Pompano. A lack of nutritious food can lead to health complications, poor education outcomes, and decreased employability which all fuel the cycle of poverty. By removing the barrier of hunger, Pompano residents will more capable of utilizing the array of City services currently being provided in order to move forward on their path to self-sufficiency.

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

 - a. If yes, what is the ration 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

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

City of Hallandale Beach, \$40,000

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 98%

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	510,983	544,197	653,036
Number of Pompano Beach residents served	1625.73	2032	2832

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
Resources Available:		
City of Pompano Beach	\$0.00	\$5,000
Federal Funding	\$574,650	\$639,775
State Funding		
Other Local Government Funding	\$57,850	\$57,850
Foundation Grants	\$1,693,560	\$2,350,000
User Fees	\$1,047,190	\$850,000
Other Revenue Sources	\$2,734,905	\$2,593,296
Total Resources Available	\$6,108,155	\$6,495,921

Resource Allocated:		
Salaries	\$2,292,254	\$3,060,976
Benefits	\$398,942	\$544,742
Supplies		
Contractual Services	\$102,095	\$198,200
Capital Outlay [Equipment]		
Other		
Employee Costs	\$81,378	\$117,741
Occupancy	\$1,151,069	\$1,010,062
Transportation	\$963,679	\$828,631
Warehouse		\$213,223
Programs	\$686,640	
Special Events	\$50,000	\$62,000
Fundraising	\$180,360	\$174,720
Office Expenses	\$111,524	\$179,536
Other Expenses	\$90,214	\$106,090
Total Resources Allocated	\$6,108,155	\$6,495,921

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 FEEDING SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on February 17, 1981.

The document number of this corporation is 756490.

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 January 21, 2015, 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 the State of Florida
at Tallahassee, the Capital, this
the Ninth day of March, 2015*



Ken Detjmer
Secretary of State

Authentication ID: CU4035627744

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

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



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248326132
Nov. 23, 2009 LTR 4168C E0
59-2097520 000000 00

00014539
BODC: TE

FEEDING SOUTH FLORIDA INC
5850 NW 32ND AVE
MIAMI FL 33142-2117

1185

Employer Identification Number: 59-2097520
Person to Contact: John Kennedy
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 12, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1981.

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.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

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