

Meeting Date: October 13, 2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

X Consent _____ Ordinance X 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 FIRST CALL FOR HELP OF BROWARD, INC. TO PROVIDE A 24 HOUR HELPLINE TO OFFER ASSISTANCE TO RESIDENTS IN NEED AND IDENTIFYING AVAILABLE COMMUNITY RESOURCES TO ASSIST THEM IN RESOLVING THEIR IMMEDIATE CRISIS; PROVIDING AN EFFECTIVE DATE. (Total Cost: \$1,500)

Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with First Call For Help of Broward, 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 \$1,500 was approved on September 21, 2015 with adoption of the FY 2016 budget.

First Call For Help of Broward, Inc. will provide a 24 hour helpline to offer assistance to residents in need and identifying available community resources to assist them in resolving their immediate crisis. The funding will support counselor salaries who provide direct services to callers. It is anticipated that 2-1-1 Broward will serve 6,000 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. 001-9910-599.82-31

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

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 FIRST CALL FOR HELP OF BROWARD, INC. TO PROVIDE A 24 HOUR HELPLINE TO OFFER ASSISTANCE TO RESIDENTS IN NEED AND IDENTIFYING AVAILABLE COMMUNITY RESOURCES TO ASSIST THEM IN RESOLVING THEIR IMMEDIATE CRISIS; 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 First Call for Help of 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 First Call for Help of 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

First Call For Help of 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.

First Call For Help of Broward, Inc. a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **250 NE 33rd Street, Oakland Park, FL 33334** 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 **\$1,500** 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 **\$1,500** 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:

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:

Stephen J. [Signature]
Rafael Vazquez

First Call For Help of Broward, Inc.
Organization

By: Sheila J Smith

Sheila J. Smith
Typed or Printed Name

Title: President/CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of August, 2015 by Sheila J. Smith as President/CEO of First Call for help of Broward Inc Florida corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

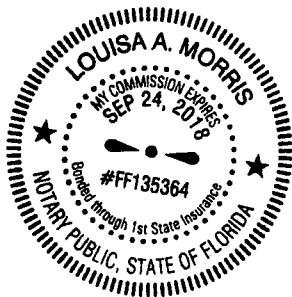
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature of Notary Taking Acknowledgment)

Louisa A. Morris
(Name of Acknowledger Typed, Printed or Stamped)

FF1 35364
Commission Number



**CITY OF POMPANO BEACH
FISCAL YEAR 2016**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: First Call for Help of Broward, Inc., dba 2-1-1 Broward
2. Mailing Address: 250 NE 33rd Street
Oakland Park, Florida 33334
3. Date of Incorporation: June 6, 1995
 - 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: Sheila J. Smith
Official Title: President/CEO Telephone #: (954) 390-0493 ext 243
5. Contact Person (if different from above): _____
Telephone #: _____
6. Provide a brief description of the organizations goals and objectives:

2-1-1 Broward is a 24-hour, multilingual health, human service, and crisis helpline serving residents of Broward County. 2-1-1 is the gateway for individuals and families who are in need to connect with 1,000 agencies and 4,000 programs that are available in Broward County to help them. Trained, professional Counselors answer calls and offer crisis and suicide prevention/intervention, empathetic listening support, information, referrals, and advocacy (when needed). Counselors also make daily calls to seniors who are live alone to check on their safety and well-being. Typical issues faced by our callers include basic needs (food, shelter, rent/utility assistance), need for emotional support/mental health counseling, health concerns, homelessness, substance abuse, physical/developmental disabilities, youth/teen relationship and bullying issues, and questions about how to connect with government services. 2-1-1 collects call, service, need and unmet need data and generates city reports to document the needs and issues facing residents of each municipality.

ADDENDUM "1"

7. Amount of funding requested: \$1,500

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).

It is anticipated that 2-1-1 Broward will serve 6,000 Pompano Beach residents. That number fluctuates each year depending on the number of people who call. Services are based on individual need and may include information & referral, advocacy, emotional support, follow ups, crisis intervention, suicide prevention, and calls out to seniors.

Funding will support Counselor salaries. Counselors provide direct services to callers.

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

2-1-1 Broward supports the existing network of government and human services. Callers are screened to identify all the needs they and their family members might have and are then connected to the programs and services for which they are eligible and appropriate. 2-1-1 manages an extensive database of resource information and offers referrals to callers. In instances where resources are not available for a particular need or there are waiting lists to receive a service, 2-1-1 works with the caller to explore possible other resources or nontraditional ways of solving problems. 2-1-1 is available around the clock, every day of the year, which offers residents the ability to reach out for help when they most need it and to talk with someone immediately or when most convenient for the caller.

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 X No

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

Broward County – 333,000

Broward County – 218,304

Fort Lauderdale – 20,000

Hollywood – 11,839

Oakland Park – 10,000

Hallandale Beach – 10,100

Davie – 3,000

Plantation – 7,500

Lauderhill – 14,524

Lauderdale-by-the-Sea - 2,468

Coconut Creek – 5,000

Dania Beach – 1,000

Cooper City – 2,500

Coral Springs Community Chest – 2,000

12. What percentage of your organization’s budget is direct delivery of service as opposed to “overhead”? 77%

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	100,750	100,750	100,750
Number of Pompano Beach residents served	6,226	6,000	6,000

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		1,500	1,500
Federal Funding		166,372	750,716
State Funding		239,722	324,222
Other Local Government Funding		553,863	660,567
Foundation Grants		174,181	597,828
User Fees		0	0
Other Revenue Sources		1,403,073	1,050,448
Total Resources Available		2,538,711	3,385,281

Resource Allocated:			
Salaries		1,427,240	2,141,087
Benefits		267,792	495,313
Supplies		23,819	37,000
Contractual Services		105,677	169,030
Capital Outlay [Equipment]		0	0
Other		714,183	542,851
Total Resources Allocated		2,538,711	3,385,281

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

ADDENDUM "1"

<u>Expenses</u>	
Salaries	2,141,087
Benefits	328,759
Taxes	166,553
Professional Fees	110,250
Supplies	37,000
Telephone/Communications	137,600
Postage	3,000
Occupancy	61,400
Insurance	20,000
Equipment Rental/Maintenance	21,000
Printing/Promotions	31,000
Travel	22,000
Organizational Development	11,000
Memberships/Certifications	9,000
Misc.	116,602
Grant Disbursements - JAFCO & SFP	169,030
<u>Total Expenses</u>	<u>3,385,281</u>

State of Florida

Department of State

I certify from the records of this office that FIRST CALL FOR HELP OF BROWARD, INC. is a corporation organized under the laws of the State of Florida, filed on June 6, 1995.

The document number of this corporation is N95000002739.

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 Twenty-first day of January,
2015*



Ken Detzner
Secretary of State

Authentication ID: CC3485021256

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

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



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248222025
Dec. 29, 2011 LTR 4168C E0
65-0589294 000000 00

00025034
BODC: TE

FIRST CALL FOR HELP OF BROWARD INC
250 NE 33RD ST
OAKLAND PARK FL 33334-1144



012247

Employer Identification Number: 65-0589294
Person to Contact: R CLEMONS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

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

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in AUGUST 1995.

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.

0248222025
Dec. 29, 2011 LTR 4168C E0
65-0589294 000000 00
00025035

FIRST CALL FOR HELP OF BROWARD INC
250 NE 33RD ST
OAKLAND PARK FL 33334-1144

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

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations