

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND

The House of Hope, Inc.

THIS AGREEMENT made and entered into on this 26 day of OCTOBER 2017 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

The House of Hope, Inc., a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at **908 SW 1st Street, Fort Lauderdale, FL 33312** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1st through September 30th), the sum of \$1,000 to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "I"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; 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 States 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 2017, and shall terminate on the 30th day of September 2018, 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 \$1,000 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, 2017 through September 30, 2018 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, 2018, 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:

GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT":

The House of Hope, Inc., a Florida Not For Profit Corporation

Witnesses:

[Signature]

[Signature]
By: _____

DONALD F. FUCIK
Typed or Printed Name

Title: PRESIDENT, BOARD OF TRUSTEES

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of October, 2017
by Ronald Fucik as Chair Board of Trustees of
The House of Hope, Inc., a Florida Not For Profit Corporation. He/she is personally known to me or who has
produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]

NOTARY PUBLIC, STATE OF FLORIDA
CYNTHIA VANDERHORST
(Name of Acknowledger Typed, Printed or Stamped)

GG 060089
Commission Number

ADDENDUM "1"

CITY OF POMPANO BEACH
FISCAL YEAR 2018

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: HOUSE OF HOPE

2. Mailing Address: 908 SW 1st STREET
FORT LAUDERDALE, FL 33312

3. Date of Incorporation: 1969

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: SUE GLASSCOCK

Official Title: CEO Telephone #: 954-524-8989, x 1001

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

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

For more than 45 years, we have provided hope and healing to men and women who suffer from substance abuse and/or occurring behavioral health disorders, in a residential setting. Serving over 500 men and women each year, most of our clients are indigent and come to us from homelessness or correctional facilities, frequently for offenses related to their diagnosis. It is our mission to help individuals in South Florida, recovering from addiction and mental illness, return to the community with the skills to allow them to maintain stable employment, develop personal responsibility, build family relationships and develop a support system utilizing 12 step programs. Our services include individual therapy, group therapy, psychoeducational groups and a group living environment focused on recovery. House of Hope is accredited by CARF at the highest, three-year level and are licensed by the Department of Children and Families.

7. Amount of funding requested: \$2,500.00

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).

These dollars will be used to support our substance abuse intervention and education efforts for approximately 30-40 Pompano residents. We work to help individuals make life changing choices to live drug free and self-supporting. Treatment begins in our residential setting, where we assess the needs of each individual and design a treatment plan to address their needs. Whether it is addiction, mild to moderate mental illness, or both, we have the capacity to treat individuals utilizing our evidence-based curriculum.

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

We strongly believe that an investment in our services can decrease future costs of homelessness, crime, psychiatric hospitalization and incarceration.

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

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).

DEERFIELD BEACH \$ 2,500-00

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 92% SERVICE DELIVERY / 8% 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.

	Most Recently Completed Year 2016	Current Year Estimated 2017	Next Year Proposed 2018
Total Persons Served	590	545	560 APPX
Number of Pompano Beach residents served	30 APPX	37	40 APPX

14. HOUSE OF HOPE BUDGET INFORMATION

	Last Year Adopted 2017	Current Year Proposed 2018
Resource Available:		
City of Pompano Beach	\$ -	\$ 2,500.00
Federal Funding	\$ 640,793.00	\$ 641,000.00
State Funding	\$ 2,501,919.00	\$ 2,664,517.00
Other local Government funding	\$ 2,500.00	\$ 5,000.00
Foundation grants	\$ 70,367.00	\$ 78,000.00
User fees	\$ 52,952.00	\$ 60,000.00
Other revenue sources	\$ -	\$ 115,000.00
Total resources available	\$ 3,268,531.00	\$ 3,566,017.00

Resource Allocated:		
Salaries	\$ 1,716,657.00	\$ 1,998,078.00
Benefits	\$ 283,811.00	\$ 294,042.00
Supplies	\$ 20,786.00	\$ 23,326.00
Contractual services	\$ 403,752.00	\$ 430,484.00
Capital Outlay (Equipment)	\$ -	\$ -
Other	\$ 843,525.00	\$ 820,087.00
Total Resources allocated	\$ 3,268,531.00	\$ 3,566,017.00

State of Florida

Department of State

I certify from the records of this office that THE HOUSE OF HOPE, INC. is a corporation organized under the laws of the State of Florida, filed on January 20, 1969.

The document number of this corporation is 715911.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 26, 2017, 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 Twentieth day of June, 2017*



Ken Detzner
Secretary of State

Tracking Number: CU1984482905

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
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: MAY 26 1999

House of Hope, Inc.
908 SW 1st Street
Ft. Lauderdale, FL 33312-1601

Person to Contact:
Kathy Masters #31-04015
Customer Service Representative
Telephone Number:
877-829-5500
Fax Number:
513-684-5936
Federal Identification Number:
23-7014595

Dear Sir or Madam.

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in May 1969 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its 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.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

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

This letter affirms your organization's exempt status.

Sincerely,



C. Ashley Bullard
District Director