MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND

Areawide Council on Aging of Broward County, Inc.

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

Areawide Council on Aging of Broward County, Inc. a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at 5300 Hiatus Road, Sunrise, FL 33351 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 \$78,329 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, 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
 - 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

- 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.
- The City of Pompano Beach agrees to pay the RECIPIENT the sum of \$78,329 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.

- 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.
- 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, 2016 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.
- 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 indemnity 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: GREG HARRION, CITY MANAGER
Attest: ASCELETA HAMMOND, CITY CLERK	(SEAL)
Approved As To Form:	
MARK E. BERMAN, CITY ATTORNEY	
by LAMAR FISHER as Mayor, GREG HARI	dged before me this day of, 201 RION as City Manager and ASCELETA HAMMOND a nicipal corporation, on behalf of the municipal corporation
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"RECIPIENT":

	AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a Florida Not For Profit Corporation
Amparo M. Fidalgo	By: Let Leduberg Edith Leduberg Typed or Printed Name Title: Executive Sirector
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instrument was acknowledged before by Lederberg Areawide Council on Aging of Broward Coupersonally known to me or who has produced identification.	fore me this 2 day of August ,2017 as Executive Director of of anty, Inc., a Florida Not For Profit Corporation. He/she is (type of identification) as
NOTARY'S SEAL:	NOTARY PUBLIC STATE OF FLORIDA
NATASHA K. ELFARGHALI MY COMMISSION # FF 976552 EXPIRES; July 23, 2020 Bonded Thru Notary Public Underwriters	(Name of Acknowledger Typed, Printed or Stamped)
""(sidels)"	FF916552 Commission Number

CITY OF POMPANO BEACH FISCAL YEAR 2018

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1.	Legal Name of Organization: Areawide Council on Aging of Broward County, Inc.
2.	Mailing Address: 5300 Hiatus Road Sunrise, FL 33351
3.	Date of Incorporation: February 28, 1974 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes XX No (Please attach proof of tax exempt status)
4.	Chief Executive Officer: Edith Lederberg
	Official Title: Executive Director Telephone #: (954) 745-9603
5.	Contact Person (if different from above): Same Telephone # Same
6.	Provide a brief description of the organizations goals and objectives:
	The Areawide Council on Aging of Broward County, Inc. (d.b.a. Aging & Disability Resource Center of Broward County) is the federally and state mandated prime planning, coordinating, funding, and advocacy body for services benefitting the multiple needs of Older Americans, 60 years of age and older, who reside in Broward County.
	Our main goals are: to delay or prevent the institutionalization of elders; and to assure their merited right to life, with dignity, during their retirement years.
7.	Amount of funding requested: \$ 78,329

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).

The considered funding of \$78,329 (seventy eight thousand three hundred twenty nine dollars), by the Commission, will be employed to purchase and deliver approximately 25,000 home-delivered meals to an estimated 90 homebound frail elders and approximately 10,000 congregate meals to about 100 persons at 31 meal sites around Broward County.

The meals will supply these participants with a minimum of 1/3 of the daily nutriment required by elders 60+ years of age, thereby assisting our endeavors to delay or prevent institutionalization of the municipality's senior constituency. For many, this may be their only source of daily sustenance.

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

The Aging and Disability Resource Center (Area Agency on Aging) provides a wide variety of services to Pompano Beach Residents. In 2016, the total dollar value for meals, in-home, legal, adult day care, Alzheimer's, and other services, through our project network, totaled \$1,006,161. We have determined to place the City's match into both in-home and site meals since the community's need is extensive, and our Meals-on-Wheels Project is the prime source of nutriment for the municipality's aging population. In addition, our other services, as listed on the attached Fair Share Report are not duplicated by any other entity.

10.	Will the recommended grant amount result in the	e leveraging of additional funds from the
	County, State, Federal or other foundations/agen	cies which require a local match like a
	contribution from the City of Pompano Beach?	Yes XX No

10a. If yes, what is the ratio of this other funding to the City's recommended funding?
90:10

ADDENDUM "1"

Please see attached 5-year Fair Share Report for the County and Broward's municipalities.

12.	What percenta	ige of your	organization'	's budget i	is direct	delivery	of service	as oppos	ed to
	"overhead"?		91.33 %						

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	12,724	12,724	12,700
Number of Pompano Beach residents served	720	720	720
PERFORMANCE MEASURES			
Home Delivered Meals	36,920	30,000	25,000
Unduplicated Residents	106	90	90
Congregate Meals	21,650	21,000	10,000
Unduplicated Residents	173	150	100

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 2017	Current Year Proposed 2018
Resource Available:		
City of Pompano Beach	\$ 77,337	\$ 78,329
Federal Funding	\$ 10,584,622	\$ 10,902,161
State Funding	\$ 11,086,206	\$ 11,310,416
Other Local Government Funding	\$ 1,448,509	\$ 1,594,309
Foundation Grants		
User Fees		
Other Revenue Sources	\$ 170,536	\$ 175,652
Total Resources Available	\$ 23,367,210	\$ 24,060,867
Resource Allocated:		
Salaries	\$ 2,039,130	\$ 2,098,533
Benefits	\$ 830,301	\$ 855,028
Supplies	\$ 391,916	\$ 411,512
Contractual Services	\$ 19,889,533	\$ 20,472,974
Capital Outlay [Equipment]		
Other	\$ 216,330	\$ 222,820
Total Resources Allocated	\$ 23,627,217	\$ 24,060,867

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



CINCINNATI OH 45999-0038

In reply refer to: 0248367576 Feb. 24, 2014 LTR 4168C 0 59-1529419 000000 00

00036509

BODC: TE

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY INC 5300 N HIATUS RD SUNRISE FL 33351



022200

Employer Identification Number: 59-1529419
Person to Contact: Ms. Yates
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feby 12, 2014, 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 March 1975.

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.

0248367576 Feb. 24, 2014 LTR 4168C 0 59-1529419 000000 00 00036510

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY INC 5300 N HIATUS RD SUNRISE FL 33351

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

Sincerely yours,

Susan M. d'Neull Susan M. O'Neill, Department Mgr.

Susan M. O'Neill, Department Mgr Accounts Management Operations

FEB 2 & 2014

State of Florida Department of State

I certify from the records of this office that AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on February 28, 1974.

The document number of this corporation is 728963.

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 April 13, 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 Thirteenth day of April, 2017



Secretary of State

Tracking Number: CC0769349085

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

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

AMENDMENT ONE BETWEEN FLORIDA DEPARTMENT OF ELDER AFFAIRS AND AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

THIS AMENDMENT, entered into between the Florida Department of Elder Affairs, (DOEA or Department) and Areawide Council on Aging of Broward County, Inc. (Contractor), hereby amends contract JA017.

The purpose of this Amendment is to replace ATTACHMENT XVI.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. ATTACHMENT XVI, SERVICE RATE REPORT, is hereby replaced.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS THEREOF, the Parties have caused this three (3) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of Contract JA017 as amended. This Amendment is effective on the last date the Amendment has been signed by both Parties.

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.	FLORIDA DEPARTMENT OF ELDER AFFAIRS
SIGNED: Sant Sant	SIGNED: R. P.
NAME: THEODORA WILLIAMS	RICHARD PRUDOM
TITLE: PRESIDENT	DEPUTY SECRETARY/CHIEF OF STAFF
DATE: 01-19-2017	DATE: 1/31/17
FEID: 59-1529419 001	, ·
DUNS:	

ATTACHMENT XVI

SERVICE RATE REPORT

	Program: Federally Funded	From (01/01/2017 to 12/31/2	017
Program	SERVICE	Method of Payment	High Reimbursement Rate	Unit Type
ADMINISTRATION	ADMINISTRATIVE COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
	CONGREGATE HOLIDAY/EMERGENCY SHELF MEALS	Fixed Fee/Unit Rate	\$3.61	MEAL
O3C1	CONGREGATE MEALS	Fixed Fee/Unit Rate	\$6.87	MEAL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$1.52	EPISODE
	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$3.44	MEAL
O3C2	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$0.14	EPISODE
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$73.06	HOUR
	ADMINISTRATIVE COSTS (LAN/SET-ASIDE)*	Cost Reimbursement	Cost Reimbursement	EPISODE
	ADULT DAY CARE	Fixed Fee/Unit Rate	\$9.62	HOUR
	CHORE	Fixed Fee/Unit Rate	\$68.98	HOUR
	COUNSELING (GERONTOLOGICAL)- GROUP	Fixed Fee/Unit Rate	\$112,09	HOUR
	COUNSELING (GERONTOLOGICAL)- INDIVIDUAL	Fixed Fee/Unit Rate	\$102.65	HOUR
	EDUCATION/TRAINING- GROUP	Fixed Fee/Unit Rate	\$183.83	EPISODE
	HEALTH SUPPORT - GROUP	Fixed Fee/Unit Rate	\$107.87	HOUR
	HEALTH SUPPORT - INDIVIDUAL	Fixed Fee/Unit Rate	\$65.00	HOUR
	HOMEMAKER	Fixed Fee/Unit Rate	\$20.61	HOUR
OA3B	HOUSING IMPROVEMENT	Fixed Fee/Unit Rate	\$71.09	HOUR
	INFORMATION	Fixed Fee/Unit Rate	\$10.44	EPISODE
	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$57.31	HOUR
	OUTREACH	Fixed Fee/Unit Rate	\$161.30	EPISODE
	PERSONAL CARE	Fixed Fee/Unit Rate	\$19.36	HOUR
	RECREATION	Fixed Fee/Unit Rate	\$58.16	HOUR
	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$77.06	EPISODE
	RESPITE IN-FACILITY	Fixed Fee/Unit Rate	\$10.70	HOUR
	RESPITE IN-HOME	Fixed Fee/Unit Rate	\$19.36	HOUR
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$143.58	HOUR
	TRANSPORTATION	Fixed Fee/Unit Rate	\$10.15	ONE-WAY TRIE
	A MATTER OF BALANCE	Fixed Fee/Unit Rate	\$1,845.54	EPISODE
	ARTHRITIS FOUNDATION EXERCISE PROGRAM	Fixed Fee/Unit Rate	\$1,875.00	EPISODE
	CHRONIC DISEASE SELF-MANAGEMENT PROGRAM	Fixed Fee/Unit Rate	\$1,561.42	EPISODE
OA3D	DIABETES SELF-MANAGEMENT PROGRAM	Fixed Fee/Unit Rate	\$1,561.42	EPISODE
υκιν	POWERFUL TOOLS FOR CAREGIVERS	Fixed Fee/Unit Rate	\$1,683.31	EPISODE
	STAY ACTIVE AND INDEPENDENT FOR LIFE (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$92.26	HOUR
	WALK WITH EASE	Fixed Fee/Unit Rate	\$3,422.62	EPISODE
	TAI CHI: MOVING FOR BETTER BALANCE	Fixed Fec/Unit Rate	\$2,027.88	EPISODE

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ОАЗЕ	ADULT DAY CARE	Fixed Fee/Unit Rate	\$9.62	HOUR
	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$247.19	HOUR
	CAREGIVER TRAIN/SUPPORT (INDV)	Fixed Fee/Unit Rate	\$200.03	HOUR
	RESPITE IN-HOME	Fixed Fee/Unit Rate	\$20.43	HOUR
OA3EG	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$106,40	HOUR
	CAREGIVER TRAIN/SUPPORT (INDV)	Fixed Fee/Unit Rate	\$68.74	HOUR
	CHILD DAY CARE	Fixed Fee/Unit Rate	\$3.74	HOUR
	HOUSING IMPROVEMENT	Fixed Fee/Unit Rate	\$71.09	HOUR
OA3ES	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$57.31	HOUR