

City of Dade City

AGENDA MEMO

To: Mayor and Members of the City Commission
From: Karla S. Owens, City Attorney/Community Development Director
Subject: Proposed Funding Agreement/Sunrise of Pasco County, Inc.
Date: August 5, 2009

It is requested that the City Commission consider the following information and recommendation(s):

BACKGROUND:

In prior years, the City has provide annual funding to Sunrise of Pasco County, Inc. in amounts up to \$2,000.00 for personnel costs incurred in providing domestic abuse services to residents of Dade City.

ISSUES:

Although the City Commission previously approved funding for Sunrise of Pasco County, Inc. in the amount of \$1,000.00 during the 2008-2009 fiscal year, no written Agreement was executed to provide authority for this expenditure.

ALTERNATIVES:

1. Approve the execution of the attached Agreement and authorize the mayor's signature of same; or
2. Do not approve the execution of the attached Agreement; or
3. Direct staff to take some other action.

RECOMMENDATION:

Staff recommends Alternative No. 1 above.

FUNDING:

This money has previously been budgeted and will be funded from the Commission budget, Contributions to Private Organizations.

AGREEMENT NO: 2009-24

**FUNDING AGREEMENT BETWEEN THE CITY
OF DADE CITY AND SUNRISE OF PASCO
COUNTY, INC.**

THIS AGREEMENT by and between the City of Dade City, a municipal corporation of the State of Florida, hereinafter referred to as “City”, and Sunrise of Pasco County, Inc., a Florida not-for-profit corporation with a business mailing address of P.O. Box 928, Dade City, Florida 33526, hereinafter referred to as “Sunrise”.

WITNESSETH:

WHEREAS, the City desires to enter into an agreement for the services of Sunrise to assist the City to provide information and referral services for victims of domestic violence who are citizens of Dade City; and

WHEREAS, such services serve to promote a valid public purpose for which the expenditure of public funds is authorized; and

WHEREAS, the City Commission previously allocated funds in its adopted 2008-2009 budget for such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties do hereby agree as follows:

1. Sunrise shall assist and participate in the training of Dade City police officers regarding any update of Florida law pertaining to domestic abuse issues; and
2. Sunrise shall coordinate with the City Manager to provide workplace violence and drug and alcohol abuse training matters for all City employees; and
3. Sunrise shall continue to assist and provide victim services for Dade City residents involved in domestic violence situations; and
4. Sunrise shall provide the City with written semi-annual reports detailing what assistance and services have been rendered to the City; and
5. The City shall pay Sunrise an annual total of \$1,000.00 to be used for personnel costs for the above-referenced services. Said payment shall be for the City’s 2008-2009 fiscal year; and
6. Sunrise shall invoice the City for this money on or before September 1, 2009; and
7. Both parties agree that this Agreement shall apply only to the City’s 2008-2009 fiscal year and that the availability of any future funding by the City will depend

on budgetary constraints as well as the progress achieved by Sunrise in providing the above-referenced services.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates referenced below.

ATTEST:

CITY OF DADE CITY

James D. Class, City Clerk

Scott Black, Mayor

Approved as to Legal Form and Sufficiency

Karla S. Owens, City Attorney

SUNRISE OF PASCO COUNTY, INC.

Beth Underwood, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of August, 2009 by Beth Underwood as President of Sunrise of Pasco County, Inc. She is either ___ personally known to me or ___ has produced _____ as identification.

Notary Public
Printed Name:
My Certification Expires: