

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach ("City") and Unity in the Community of Pompano Beach, Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$4,500 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; 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

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Contract consists of the following Exhibits: Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description; Exhibit "B" Payment Schedule; and Exhibit "C" Insurance Requirements which are attached hereto and made a part hereof and incorporated herein; and all written change orders and modifications issued after execution of this Contract.

2. Term of Contract. This Contract shall be for the period beginning October 1, 2019 and ending September 30, 2020.

3. Renewal. This Contract is not subject to renewal.

4. City's Maximum Obligation. City agrees to pay Recipient for conducting the Program. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Program during the term of this Contract.

5. Payment of Program or Activity. City shall pay Recipient for performance of the program in accordance with Exhibit B Payment Schedule.

6. Disputes. Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City, and such decision shall be final.

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Carolyn Mann (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Recipient: Carolyn Mann
President
3021 NE 13th Ave
Pompano Beach, FL 33064
Office: (954) 729-0192
Email: info@uicpompano.org

If to City: City Manager or Designee, Contract Administrator
Greg Harrison
City Manager
100 W Atlantic Blvd.
Pompano Beach, FL 33060
Office: (954) 786-4601
Email: greg.harrison@copbfl.com

8. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Recipient for said Work product. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Recipient may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Contract.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. Termination. City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event that the City of Pompano Beach fails for any reason to appropriate funds for this contract, this Contract shall be deemed terminated and City shall provide Recipient with ten (10) business 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.

10. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

11. Insurance. Recipient shall maintain insurance in accordance with Exhibit "C" throughout the term of this Contract.

12. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.

A. Recipient shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or

liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Recipient and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Recipient, its agents, officers and/or employees, in the performance of services of this contract. Recipient agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Recipient hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

13. Sovereign Immunity. Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

14. Non-Assignability and Subcontracting.

A. Non-Assignability. This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

15. Performance Under Law. The Recipient, in the performance of duties under the Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. Audit and Inspection Records. The Recipient shall permit the authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, relating to the program being funded by this contract until the expiration of three years after final payment under this contract. The Recipient agrees that such inspections and audits may include the audit of the financial affairs of the Recipient by authorized City representatives, and may be done at any time with no advance notice by the City.

The Recipient further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

In the event RECIPIENT receives fifty thousand dollars (\$50,000.00) or more from the City of Pompano Beach, the City of Pompano Beach reserves the right to request 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. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon request, this report shall be due within 120 days of the close of the CITY'S fiscal year.

17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. Independent Parties. The Recipient shall be deemed an independent Recipient for all purposes, and the employees of the Recipient or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

Furthermore; nothing in this contract 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. 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 contract and the Recipient's program or activity generally described herein and more particularly described in Exhibit "A" to this contract.

19. Mutual cooperation. The Recipient recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Recipient shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:

1. Keep and maintain public records required by the City in order to perform the service.

1. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Recipient does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Recipient, or keep and maintain public records required by the City to perform the service. If the Recipient transfers all public records to the City upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

A. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

21. Governing Law. This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.

C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.

23. No Contingent Fee. Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or

paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

24. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

25. No Third Party Beneficiaries. Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.

26. Public Entity Crimes Act. As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the *Convicted Vendors List* during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

27. Entire Contract. This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

28. Headings. The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

29. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.

30. Approvals. Whenever CITY approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.

31. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any

manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

32. Binding Effect. The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

33. Severability. Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year hereinabove written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, 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"

Unity In The Community Of Pompano Beach, Inc.
(Print or type name of company here)

Witnesses:

Suzanne Weider
Suzanne Weider
(Print or Type Name)

Beatriz Mercado
Beatriz Mercado
(Print or Type Name)

By: Carolyn Mann

Print Name: Carolyn Mann

Title: President

Business License No. 45-2777776

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of August, 2019, by Carolyn Mann as President of Unity in the Community of Pompano Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Maria Ledbetter
NOTARY PUBLIC, STATE OF FLORIDA

Maria Ledbetter
(Name of Acknowledger Typed, Printed or Stamped)

66214955
Commission Number

Exhibit “A”

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

- a) To accept the funds as appropriated in accordance with the terms of this Contract; and
- b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; 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 a W9 form; 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 Contract shall be resolved in favor of the more restrictive guidelines; and
- e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; 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 Contract upon the finding that the terms of any contract 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 which includes, but not limited to:
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal
 - iv. Pre-award costs
 - v. Out-of-state travel; non-local travel expenses
 - vi. Gift cards
 - vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - viii. Rentals – one day only (written justification and approval needed for additional time)
 - ix. Entertainment – exceptions shall be made for community events (written

- justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Appliances and home goods (e.g., refrigerators, microwaves, stoves, tabletop burners) (written justification and approval needed)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Laboratory fees
- xxviii. Computers
- xxix. Health benefits
- xxx. Digital Cameras
- xxxi. Plaques
- xxxii. Hotel Costs
- xxxiii. Housing - (written justification and approval needed based on programming)

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 under this Contract; and

- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

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 Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving

quarterly or monthly payments as indicated in Exhibit “B” Payment Schedule shall be due no later than the following dates:

- 1st Quarterly Narrative & Financial Report (October/November/December) - February 1st
- 2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st
- 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st
- 4th Quarterly Narrative & Financial Report (July/August/September) - September 30th

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

However, if any of the above dates fall on a weekend, then the due date shall be extended to the next business day, thereafter, as long as it does not exceed the term of this contract.

When submitting the quarterly narrative reports, RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT’s grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii. Race
 - iii. Gender
 - iv. Zip Codes
 - v. Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY’s funding make a difference in a resident/recipient’s life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

- 3) The approved budget for the RECIPIENT, included in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description 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 shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

Failure from the RECIPIENT to provide a Quarterly or Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

RECIPIENT shall not be allowed to receive any new funding from the CITY if RECIPIENT has any unspent or uncommitted funds from a previous awarded contract that have not been returned to CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

Organization name: Unity in the Community of Pompano Beach, Inc.

Program funded: Unity in the Community Family Fun Day

Amount funded: \$4,500

Program description: The Family Fun Day is free of charge so that residents from all walks of life may attend. There are three components: Exhibitor Area, featuring over 140 booths; Main Stage featuring multi-cultural entertainment and a KidZone with activities for children. At the event, we conduct a live auction and raffle drawings to raise funds for academic scholarships. Food and soft drinks are available at no charge. This event is a family friendly event. No alcohol is served.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 7, 2019 2:22 pm
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	108.86.174.171
Unique ID:	502775153
Location:	26.2357006073, -80.099601745605

About Your Organization

Which Fiscal Year Is Your Organization Applying For? 2019-2020

Full Name of Nonprofit: Unity in the Community of Pompano Beach, Inc.

Mission of Nonprofit: To produce an event that brings the residents of Pompano Beach together to experience "unity." The event will be free of charge to all and will showcase the diverse population of Pompano Beach. The charitable purpose is to raise funds for academic scholarships to enable current high school graduates who reside in the City to attend college, university or vocational school. These students will be job-ready in various fields.

Brief Overview of Nonprofit: The idea for Unity in the Community Family Fun Day came from discussions led by former Mayor, now County Commissioner Lamar Fisher with BSO command staff, civic leaders and local clergy. These three groups were seeking a project that would unite the community. The Rev. William Clark spearheaded the project in 2011 with homeowner association leaders and church leaders.

He outlined his idea to provide an event that would provide a sense of camaraderie among all ethnic communities, races, religions and the five districts of Pompano Beach. Civic leaders formed the planning committee and partnered with the City's Parks and Recreation Dept., Broward Sheriff's Office, Pompano Beach Fire Rescue and the Pompano Beach Chamber of Commerce. The project emerged as a free Family Fun Day. The inaugural event was held Feb. 4, 2012 at Community Park with over 80 exhibitors and has grown to 140 exhibitors. These exhibitors are a mix of nonprofits, civic organizations, cultural organizations and businesses. Various multi-cultural groups and local talent perform. BSO provides several demonstrations, manpower and security. The Chamber of Commerce provided guidance and introductions to local businesses. Through the generous support of our local businesses, food and drinks are provided at no charge. The event has been declared a success by those in attendance, sponsors and exhibitors. BSO estimates the attendance has been 3000-4000 since the second event in 2013. Exit surveys from exhibitors and attendees indicated a very positive response with an overall desire to see it occur annually. As a result, a 501(c)3 was formed to plan and implement the event each year. We are now planning for the 9th Annual Unity in the Community Family Fun Day.

Nonprofit Website:	www.uicpompano.org
Which Funding Priority Does Your Nonprofit Qualify For:	Community Events
Type of Organization - select the one that best applies:	Fair/Festivals
Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	We use the funds from the City to defray the costs of putting on the event. Specifically, the funds pay for tent rentals, ice, sound system, supplies for KidZone and other supplies needed on the day of the event.
How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?	We fit the guidelines by being a Community Event designed to bring residents together. We believe relationships have developed and this event has become a resource for residents seeking assistance from many different nonprofits. We also benefit the business community by providing an opportunity for exposure to a large audience at little cost.
Statement of Need:	Cultural differences sometimes create division among the residents and mistrust between the residents and the City and law enforcement. An event with "no agenda" can diffuse this mistrust and correct misconceptions.
Include a Description of the Geographic Area You Serve:	We serve all five City districts. Based on our evaluations, we have seen that residents from all districts attend, as well as tourists and residents from neighboring cities.
Does Your Organization Receive Matching Funds?	No
About Your Board of Directors	
Board Disabled	0
Board Minorities	3
Board Seniors	4
Total Board Members	6
Program/Event Information #1	
Will your organization be hosting an event on City property?	Yes
Which are you applying for? (Program/Event)	Event
Program/Event Name	Unity in the Community Family Fun Day

Type of Program/Event	Community Event
Describe the program/event succinctly:	The Family Fun Day is free of charge so that residents from all walks of life may attend. There are three components: Exhibitor Area, featuring over 140 booths; Main Stage featuring multi-cultural entertainment and a KidZone with activities for children. At the event, we conduct a live auction and raffle drawings to raise funds for academic scholarships. Food and soft drinks are available at no charge. This event is a family friendly event. No alcohol is served.
Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	Our objective is to provide a time and place for the residents of the City to come together to experience "unity." The funding from the City helps defray the costs of putting on the event. We believe the benefit is the good will created by the City and law enforcement. Our secondary objective is to help level the playing field for our at risk youth by raising funds for academic scholarships.
What are the outcomes of your program/event?	The first outcome is the academic scholarship funds raised to benefit our City's high school graduates so they can attend higher education. The second outcome is the good will created between the residents, Broward Sheriff's Office and the City. Thirdly, our exhibitor area gives exposure to county-wide nonprofits, local businesses and local civic and cultural organizations.
Estimated # of Attendees at the Program/Event (select the one that best applies)	1,001-5,000
Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:	2500
Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.	We impact across all socioeconomic levels, primarily families, but also retirees and snowbirds.
Start Date of Program/Event:	Jan 25, 2020
End Date of Program/Event:	Jan 25, 2020
Does your program/event have a start time/end time?	Yes
Start Time of Program/Event:	11:00 AM

End Time of Program/Event:	04:00 PM
Name of Program/Event Venue:	Pompano Community Park
Address of Program/Event Venue Location:	820 NE 18th Ave Pompano Beach, FL 33060
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	<p>The city receives logo placement on all printed materials, including: programs, flyers, print ads, a stage banner and on our website: www.uicpompano.org</p> <p>The City also receives exposure to county-wide nonprofit organizations and out of town businesses.</p> <p>As mentioned before, the City receives good will toward the residents by participating in this event. The mayor and City commissioners attend and are introduced at the event. We provide booth space, table, chairs and tent to any Department of the City that would like to participate.</p>
Amount Requested:	6000
Are you applying for a second Program/Event?	No
Additional Activities	
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)	Yes
Name of Event:	Thank You Party
Description of Event:	Barbecue dinner at Bobby Rubino's to thank volunteers and sponsors.
Date of Event:	Feb 13, 2020
Start Time of Event:	06:00 PM
End Time of Event:	08:00 PM
Name of Event Venue:	Bobby Rubino's
Address of Event Venue Location:	2501 N. Federal Hwy Pompano Beach, FL 33064

Attire of Program/Event (select the one that best applies) Business Casual

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.

We are a grass roots organization with a vested interest in the success of the event, since we are residents or active participants in the community. This will be our 9th year to produce this event.

Any other information you wish to share?

The relationships we have built with sponsors, exhibitors, civic and multi-cultural organizations continues to build. We hear from these participants that they want to come back each year. The attendee evaluations are very positive and indicate a desire for the event to continue each year.

City of Pompano Beach Funding History

Has your organization been funded before by City of Pompano Beach?

Yes

If yes, when was the most recent year?

2018-2019

What was the name of program/event funded?

Unity in the Community Family Fun Day

How much was the funding for this program/event?

4500

Requested Budget Information

What is the total value your nonprofit is applying for?

6000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project?

Yes

Are you including the following:

Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes
W9 = Yes
IRS Letter = Yes
List of Board of Directors = Yes
Articles of Incorporation = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/502775153/72077528_uic_itemized_budget.pdf

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/502775153/72077535_uic_2018_w9.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/502775153/72077552_uic_irs_letter.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/502775153/72077556_uic__board_of_directors.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/502775153/72077558_uic__articles_of_incorporation.pdf

Charity/Organization Contact

Name

Carolyn Mann

Title

President

Email

info@uicpompano.org

Phone Number

(954) 729-0192

Address

3021 NE 13th Ave
Pompano Beach, FL 33064

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 10 2012

UNITY IN THE COMMUNITY OF POMPAHO
BEACH INC
201 NW 39 COURT
POMPAHO BEACH, FL 33064

Employer Identification Number:
45-2777776
DLN:
17053174345012
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 6, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Unity in the Community of Pompano Beach, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

FL nonprofit corporation exempt under 501(c)3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1685 NE 31st St

6 City, state, and ZIP code

Pompano Beach, FL 33064

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 5 - 2 7 7 7 7 7 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Carolyn J. Mann

Date ►

08/05/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**ARTICLES OF INCORPORATION
UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.**

ARTICLE I – NAME

Section 1.01 - Unity in the Community of Pompano Beach, Inc..

ARTICLE II – PRINCIPLE OFFICE

Section 2.01 - The Principle office and mailing address will be:
201 N.W. 39th Ct.
Pompano Beach Florida 33064

ARTICLE III – PURPOSE

Section 3.01- To create a city-wide public event to serve all the residents of Pompano Beach, FL without charge. All will be invited to participate in the annual event of coming together to experience unity in the community. We will provide free tent spaces, free food, free entertainment and free parking. There will be children's activities and professional entertainment for the adults.

The event is supported by the City of Pompano Beach, Pompano Beach Chamber of Commerce and Broward Sheriff's Office.

Section 3.02 – To donate annual scholarships to deserving High School students toward their college tuition.

Section 3.03 - To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise, any property of any sort or nature without limitation as to its amount of value, and to hold, invest, reinvest, manage, use, apply employ, sell, expend, disburse, lease, mortgage, convey option, donate or otherwise dispose of such property and the income, principle and proceeds of such property, for any of the purposes set forth herein.

Section 3.04 - To do such other things as are incidental to the purposes of Unity in the Community of Pompano Beach, Inc or necessary or desirable in order to accomplish its purposes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 JAN -6 PM 3:07

FILED

ARTICLE IV – LIMITATION

Section 4.01 - No part of the net earnings of the Corporation shall inure to the benefit or be distributable to its members, trustees or officers, or other private persons, but the corporation will be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III (Purpose). No substantial part of the activities of the Corporation will be the carrying on of propaganda, or otherwise attempting to influence legislation and the corporation will not participate in, or intervene in (including the publishing or distribution of statements) of any political campaign on behalf of, or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation will not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c) (3) code, or (b) by a corporation contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE V – OFFICERS

Section 5.01 - Manner of elections – Members of the Board of Directors will be elected by the membership present at the annual membership meeting as in accordance with the Bylaws Article IV, Section 4.01.

ARTICLE VI INITIAL OFFICERS

President Clark, William R.
 201 N.W. 39th Court
 Pompano Beach FL 33064

Vice President Boehl, Ronald
 3410 N.E. 14th Terrace
 Pompano Beach FL 33064

Secretary Broadbelt-Thomas, Diana
 106 N.E. 5th St., Apt. #3
 Pompano Beach FL 33060

Treasurer Holmes, Robert
 1577 N.W. 7th Ave.
 Pompano Beach FL 33060

7. Keep the official seal of Unity in the Community.

(d) The Treasurer will:

1. Be custodian of the funds of Unity in the Community, and will pay out or cause to be paid out, funds authorized by the Board of Directors.
2. Keep or cause to be kept a record of all financial transactions and submit a financial report at each regular Board meeting;
3. Receive all monies, giving signed receipts for same;
4. Place or cause to be placed the funds of Unity in the Community in a bank or other depository approved by the Board of Directors.
5. Have signature on the bank accounts with two other Board members.

(e) Board Member

(f) Board Member

(g) An attorney will:

1. Perform whatever task is necessary for the legal organizing and functioning of Unity in the Community.
2. Serve as a member of the Board with voice and no vote.

(h) An Accountant will:

- a. Audit all financial records annually.
- b. Serve as a member of the Board with voice and no vote.

ARTICLE VI DISSOLUTION

Article 6.01 Should Unity in the Community dissolve all assets will be given to a 501 (C) (3) organization selected by the Board of Directors,

ARTICLE VII MEETINGS PROCEDURES

The latest edition of Robert's Rules of Order will be the authority for all meetings of Unity in the Community.

ARTICLE VIII
The Fiscal Year shall be the Calendar year, ending Dec 31. 5/17/12
These Bylaws for Unity in the Community of Pompano Beach, Inc. were adopted by the Board of Directors on December 19, 2011

President	William R. Clark
Vice President	Ronald Boehl
Secretary	Diana Thomas
Treasurer	Robert Holmes
Member	Paul Laya
Member	Carol Waldrop

<u>William R. Clark</u>	Date	<u>01-01-12</u>
<u>Ronald Boehl</u>	Date	<u>1-01-12</u>
<u>Diana Thomas</u>	Date	<u>1-01-12</u>
<u>Robert Holmes</u>	Date	<u>01-01-12</u>
<u>Paul Laya</u>	Date	<u>1-1-12</u>
<u>Carol Waldrop</u>	Date	<u>1-1-12</u>

UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.

CONFLICT OF INTEREST POLICY

ARTICLE 1

Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Unity in the Community of Pompano Beach, Inc.) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE 11

Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
- d. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a

person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE 111

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V

Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the

Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction

ARTICLE VIII

Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 7, 2012

WILLIAM R. CLARK
201 NW 39TH COURT
POMPANO BEACH, FL 33064

Re: Document Number N12000000222

The Articles of Amendment to the Articles of Incorporation for UNITY IN THE COMMUNITY OF POMPANO BEACH, INC., a Florida corporation, were filed on February 7, 2012.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Carol Mustain
Regulatory Specialist II
Division of Corporations

Letter Number: 312A00005281

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF**

UNITY IN THE COMMUNITY OF POMPANO BEACH, INC.

Document Number of Corporation: N12000000222

Pursuant to the provisions of section 617.1006, Florida Statute, this Florida Not for Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

ARTICLE III - PURPOSE

Section 3.01

The organization is organized exclusively for charitable, religious, educational or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Also, to create a city-wide public event to serve all the residents of Pompano Beach, Florida without charge. All will be invited to participate in the annual event of coming together to experience unity in the community. We will provide free tent spaces, free food, free entertainment, and free parking. There will be children's activities and professional entertainment for the adults.

The event is supported by the City of Pompano Beach, Pompano Beach Chamber of Commerce and Broward Sheriff's Office.

Section 3.02

To donate annual scholarships to deserving High School students toward their college tuition.

Section 3.03

To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise, any property of any sort or nature without limitation as to its amount of value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey option, donate or otherwise dispose of such property and the income, principle and proceeds of such property, for any of the purposes set forth herein.

FILED
12 FEB -7 AM 11:08
CLERK OF DISTRICT COURT
JALAM/ASSET/FLORIDA

Section 3.04

To do such things as are incidental to the purposes of Unity in the Community of Pompano Beach, Inc. or necessary or desirable in order to accomplish its purposes.

Document No.: N12000000222

The date of each amendment(s) adoption: January 30, 2012.

Adoption of Amendment(s)

(CHECK ONE)

- ☒ The amendment(s) was adopted by the members and the number of votes cast for the amendments(s) was sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was adopted by the board of directors.

Dated: January 30, 2012

Signature:



(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an Incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary).

William R. Clark

(Typed or printed name of person signing)

President

(Title of person signing)

Unity in the Community of Pompano Beach, Inc.

List of Board of Directors

Carolyn Mann, President

Michael Blangor, Vice President

Robert Holmes, Treasurer

Patricia Jamison, Secretary

Carol Waldrop, Board Member

Sirju Mohan, Board Member

Unity in the Community of Pompano Beach, Inc.

Itemized Budget

Item	Cost
Tent Rental	\$ 1,500.00
Ice, incl freezer and delivery	\$ 215.00
Marketing Banners/yard signs	\$ 400.00
Face Paint Supplies	\$ 150.00
Stage Banners	\$ 650.00
Printing for rack cards, brochures	\$ 400.00
One day Radio rental for security	\$ 180.00
Sound system rental	\$ 1,350.00
Entertainment performers	\$ 500.00
Supplies for KidZone	\$ 200.00
Print Advertising	\$ 455.00
Total	\$ 6,000.00

Exhibit “B” Payment Schedule

A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

B. PAYMENT SCHEDULE

The total amount awarded for the Unity in the Community of Pompano Beach, Inc. (name of the non-profit organization) for Unity in the Community Family Fun Day (title of the program) for the current fiscal year is: \$4,500.

There will be a lump sum payment issued in advance equal to \$4,500. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

ORGANIZATION shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

ORGANIZATION is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by ORGANIZATION, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by ORGANIZATION under this Agreement.

Throughout the term of this Agreement, ORGANIZATION and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies. Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

REMOVE THE CARDS AT THE PERFORATIONS AND KEEP THEM IN YOUR VEHICLE.

YOUR AUTOMOBILE INSURANCE IDENTIFICATION CARD:

**FLORIDA
AUTOMOBILE INSURANCE
IDENTIFICATION CARD**

POLICY NUMBER Code EFFECTIVE DATE

6346874A1 09176 02/14/2019

☒ PROPERTY DAMAGE LIABILITY

THOMAS MANN

3021 NE 13TH AVE
POMPANO BEACH, FL, 33064

APPLICABLE WITH RESPECT TO THE FOLLOWING MOTOR VEHICLE(S)

2005
Year

TOYOTA
Make

4T1BE32K35U555143
Vehicle Identification Number

Not Valid More Than One Year From Effective Date

NAME AND ADDRESS OF
OFFICE ISSUING THIS CARD

75 SAM FONZO DR.
BEVERLY, MA 01915
Phone Toll Free 800.227.2757



☒ BODILY INJURY LIABILITY

EXPIRATION DATE:
02/14/2020

MISREPRESENTATION OF
INSURANCE IS A FIRST
DEGREE MISDEMEANOR.



What to Do After an Accident

**Call 877.226.5467 as soon as possible to report your claim.
Your top priority is your safety and that of your passengers.**

1. Check yourself and your passengers for injuries.
2. How dangerous is your situation? Secure your safety before doing anything else.
3. Check for others who may be injured.
4. Call for medical assistance if necessary.
5. Call law enforcement; remember to note whether the responders are local or state police.
6. Document the time, date, and location of the accident. Note the number of travel lanes and traffic and road conditions. Take a photo of the scene from several angles if possible.
7. Write down the other party's information: name, contact information, license plate number, make and model of the vehicle, insurance agent or carrier, and insurance policy number. Provide your information to the other party.
8. NEVER state that the accident is your fault (you may not be in possession of all the facts), or tell anyone your policy limits.

YOUR CLAIM CARD:

APPROVED

By Danielle Thorpe at 9:50 am, Aug 15, 2019



Insurance Information Exchange Card

Give this card to the other party if you are involved in an auto accident.

**Keep this card in your vehicle so it will be available if needed.
Contact Electric Insurance Company® at 800.227.2757 with any questions.**

Insured: THOMAS MANN

Policy Number: 6346874A1

Effective date: 02/14/2019

Vehicle: 2005 TOYOTA

VIN: 4T1BE32K35U555143

Insurer: Electric Insurance Company
75 Sam Fonzo Drive
Beverly, MA 01915
800.227.2757



**Emergency Roadside Assistance Services
800.578.3543**

Your Towing & Labor coverage includes 24/7/365 Emergency Roadside Assistance Services.*

Remember to call 800.578.3543 if you:

- Are locked out of your vehicle
- Need a flat tire changed (using your spare)
- Require a jump-start for a dead battery
- Need an emergency delivery of fuel (up to two gallons)
- Need enough oil or water to get to the nearest service station.
- Must have a tow to a service provider after a mechanical breakdown.

IMPORTANT: These towing services should be used only for mechanical breakdowns. Please call 877.226.5467 for towing after an accident.

* Emergency roadside assistance services are provided by Quest Towing Services, LLC. '

OTHER PARTY'S ACCIDENT INFORMATION

Name:	
Address:	
Phone:	
Year/Make/Model:	
License Plate:	
Insurance Company:	
Names and Ages of Passengers:	
Injuries:	
Witnesses:	

**KEEP THIS CARD IN YOUR MOTOR VEHICLE
WHILE IN OPERATION**

RENTAL CAR COVERAGE IS PROVIDED,
SEE OUTLINE OF COVERAGE.

8/8/2019

APPROVED

By Danielle Thorpe at 9:49 am, Aug 15, 2019

Unity In The Community Of Pompano Beach, Inc.
1685 NE 31st St.
Pompano Beach, FL 33064

Dear Mrs. Carolyn Mann:

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation Insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Boulevard, Pompano Beach 33060. If you have any questions about this letter please telephone me at 954.786.4065.

Sincerely,

Erjeta Diamanti

Erjeta Diamanti
Budget Office

Unity In The Community Of Pompano Beach, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. **Unity In The Community Of Pompano Beach, Inc.,** agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Carolyn Mann

Signature

Aug. 8, 2019

Date

Carolyn Mann, President

Name and Title (print)