

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is made and entered into this 11th day of December, 2018, by the City of Pompano Beach ("City") and Areawide Council on Aging of Broward County 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 2018-19 (October 1st through September 30th), the sum of \$60,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2018 and ending September 30, 2019; 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 when applicable all of 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, 2018 and ending September 30, 2019.
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 Erjeta Diamanti (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:

Office:

Cell:

Email:

Fax:

If to City:

City Manager or Designee, Contract Administrator

Greg Harrison

City Manager

Office: (954) 786-4601

Email: greg.harrison@copbfl.com

With a copy to:

Antonio Pucci, Contract Manager

100 West Atlantic Blvd.

Pompano Beach, FL 33060

Phone: (954) 786-5574

Email: antonio.pucci@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. If required, 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 and 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.

2. 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.

3. 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.

B. 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.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ 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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

Witnesses:

Shirley Snipes

Shirley Snipes
(Print or Type Name)

Elizabeth Lombardo

Elizabeth Lombardo
(Print or Type Name)

Areawide Council on Aging of Broward County, Inc
(Print or type name of company here)

By: Edith Lederberg

Print Name: Edith Lederberg

Title: Executive Director

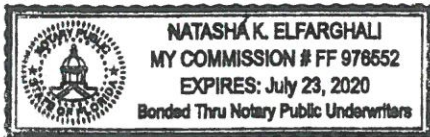
Business License No. 59-1529419

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of November, 2018, by Edith Lederberg as Executive Director of Areawide Council on Aging of Broward County, Inc a 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:



Natasha K. Elfarghali
NOTARY PUBLIC, STATE OF FLORIDA

Natasha K. Elfarghali
(Name of Acknowledger Typed, Printed or Stamped)

FF 976552
Commission Number

Exhibit A

Recipients Requirements

1. RECIPIENT agrees to do as follows:

- a) To accept the funds as appropriated in accordance with the terms of this Contract;
- 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 WILL 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; 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. Entertainment (i.e. disc jockey, band, performers for social events, bounce houses, mobile video gaming, trains)
 - vi. Out-of-state travel; non-local travel expenses
 - vii. Gift cards
 - viii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - ix. Rentals – one day only (written justification and approval needed for additional time)
 - x. Land acquisition

- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- 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. Auto insurance/car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. 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 progress report on the program or activity described in Exhibit "B" Payment Schedule. 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 "B" Payment Schedule. 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) - September 30th

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

When submitting the quarterly 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?)
 - 3) The approved budget for the RECIPIENT, included in Exhibit "B" Payment Schedule 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 from the RECIPIENT to provide a Quarterly or Final 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: Areawide Council on Aging of Broward County Inc

Program Funded: 2019 Fair Share

Amount Funded: \$60,000

Program description: The Areawide Council on Aging, which administers the Aging and Disability Resource Center, is the prime planning, coordinating, and funding source for 23 Broward Projects. Those, which receive Federal Older Americans Act, and State Community Care for the Elderly Allocations, are mandated to raise a local 10% match. Our nonprofit 501(c)(3) organization employs a Fair Share Methodology to endeavor to raise as much of the required match as possible, by preparing computerized records of all services provided to each municipality's elder residents and then seeking contributions predicated on the number of seniors in the city times 2/3 of the dollar amount representing one elder. The County is requested to provide the other 1/3, plus the Total Fair Share representing residents of unincorporated Broward.

Our prime goal is to prevent or delay institutionalization of elders. Our planning and funding endeavors are designed to assure that information and referral are available, as well as that a continuum of services is initiated and perpetuated to involve both independent and homebound seniors. Assuring their total wellbeing, through support from line staff, is a prime goal of our planning processes. In addition, we are offering educational guidance to Medicaid Seniors seeking information regarding Health Maintenance Organizations and offering guidance for the physically handicapped population 18-59.

Our services, including Congregate and Home Delivered Meals through Meals-on-Wheels; In-Home Personal Care and Homemaking; Adult Day Care Respite; Senior Centers; Transportation; Minor Home Repair; Legal Services; Information and Referral; Consumable Medical Supplies and Alzheimers Respite. We are the hub of the wheel through which the Federal, State and Local Monies flow. Staff monitors the projects and prepares reports for the Florida Department of Elder Affairs.

For Federally Funded Older Americans Acts Programs, participants are afforded the opportunity to contribute for services, but there is no set fee, and participants are not means tested. For State Funded Services, clients are assessed a co-pay, on a sliding scale, and they pay a nominal monthly co-payment for their care (maximum 3% of their monthly income). Contributions are used to expand services to provide additional assistance for clients. Health and Wellness, Nutrition, and Respite Care are priority issues, as well as needs, our nonprofit organization is addressing, through our projects, especially our Helpline.

The funding will be utilized to secure Federal Older Americans Act and State Community Care of the Elderly funds. The Staff at the Aging and Disability Resource Center is committed toward assuring the merited right of Older Americans to live their retirement years with dignity and delay the institutionalization of our frail elders.

Areawide Council on Aging of Broward County, Inc
2019 Fair Share Itemized Budget

Budget Categories	\$ Amount Requested	\$ From Other Funding Sources	Total Cost of Program
Subsidies or Matching Funds	\$78,550	\$1,622,812	\$1,701,362
Salaries & Benefits or Volunteer Stipends			
Consultants & Professional Fees			
Curriculum Costs & Licensing Fees			
Program Supplies			
Incentives & Consumables			
Transportation, Travel & Admission Costs			
Electricity, Water & Refuse (Feeding & Residential Facilities Only)			
Other (Not Hollywood Reimbursable)			
TOTAL =	\$78,550	\$1,622,812	\$1,701,362

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 Feb¹², 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. O'Neill

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

4102 FEB 24 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, 2014, that its most recent annual report/uniform business report was filed on February 25, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of February,
2014*



Ken Datzner
Secretary of State

Authentication ID: CC8524218532

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

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

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.

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY INC

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

AGING & DISABILITY RESOURCE CENTER OF BROWARD COUNTY

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) ► _____

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.

5300 HIATUS ROAD

6 City, state, and ZIP code

SUNRISE, FL 33351

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								
5	9	-	1	5	2	9	4	1 9

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Date ►

11/16/18

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.

Areawide Council on Aging of Broward County Inc

Year Applying: 2018-2019

Mission: The Areawide Council on Aging of Broward County clearly states the mission of our nonprofit organization is to plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for, and provide services and activities for elderly people in Broward County, Florida; and to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.â€

Overview: The Aging and Disability Resource Center (ADRC) of Broward County is the prime planning, coordinating, and funding body for elderly services in Broward County. In addition, it is the chief advocate for the Broward County population age 60 and older. The ADRC is one of over 650 organizations serving elderly people throughout the United States. Our Board, the Areawide Council on Aging, initiated in 1972 and incorporated in 1974 as the first Area Agency in the State. There presently are eleven in Florida. Ours is the only one county organization.

Broward's Aging and Disability Resource Center is the project of the Areawide Council on Aging of Broward County, Inc., a non-profit 501(c)(3) corporation. The Council is comprised of an 18-member Volunteer Board of Directors who oversee and set policy for the organization. A 35-member Advisory Council visits Projects, develops fundraisers, and makes recommendations to the Board. Forty-eight (48) full-time professional members comprise the staff. Presently, we are the funding source for 23 countywide projects.

Aging and Disability Resource Centers (ADRCâ€™s) are designed to serve as âœone stop shoppingâ€ entities, providing extensive information, referral, and benefits counseling, along with an easily comprehensible computer website for elders, caregivers, professionals, and others seeking assistance pertinent to senior issues. Since sufficient supportive funding was not allocated, by the State Legislature, for the transition and perpetuation phases of this mandate, the Florida Association of Area Agencies on Aging cooperated with the Florida Department of Elder Affairs, to obtain and maintain State General Revenue Monies specifically for staffing, computer maintenance, training, and other vitally important expenditures related to the ARCâ€™s.

In 2013, anticipating the assignment of Medicaid Counseling Responsibilities, the State allocated limited additional funds to each of the ADRCâ€™s to expand their existent Elder Helplines. Because Broward is home to over 437,060 year-round senior residents, the ADRC constantly must seek and find new sources of funding. Approximately 138,578 of our elders have reached the age of 75 and beyond. About 47,674 have surpassed their 85th birthdays. Since our prime goal is to assist this population to "age in place" in their accustomed environments, the ADRC faces infinite challenges to our success, on a daily basis.

These facts serve to reinforce the fact that Broward County Government and our municipalities are critical players on the team committed toward designing, as well as maintaining effective and efficient services for Older Browardians.

Website: www.adrcbroward.org

Which Funding Priority Does Your Nonprofit Qualify For: Senior Assistance

Type of Organization: Human Services

Executive Summary - How Nonprofit will use City of Pompano Beach Funding? Funding will be employed to purchase and deliver approximately 22,000 home-delivered meals to an estimated 75 homebound frail elders and approximately 10,000 congregate meals to about 90 person at over 30 meal sites around Broward County.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests? The Fair Share Program is designed to secure the matching funding necessary to serve the elder population. These funds are necessary to help prevent early institutionalization of elders which is more costly to the Government.

Statement of Need: Pompano Beach has 109,393 residents of which 30,320 are over the age of 60 or 27.71%. The Fair Share Program funds an array of services to keep the elders in their home and allows them to age in place with dignity. Our priority is to provide services to low-income elders.

Does Your Organization Receive Matching Funds? Yes

If Yes, please explain the matching gift partnership you have: For every \$1 raised locally, we receive \$9 in Federal Older American Acts or State Community Care for the Elderly Funding.

Total Board Members: 18

Disabled: 0

Minorities: 4

Seniors: 16

Include a Description of the Geographic Area You Serve: The Aging and Disability Resource Center assists any senior, 60 years of age and older, in need of assistance, in any city throughout Broward County.

Details – Program/Event 1

Which are you applying for? (Program/Event) Program

Program/Event: 2019 Fair Share

Type of Program/Event: Nonprofit Program/Seminar/Workshop

If other:

Describe the program/event succinctly: The Areawide Council on Aging, which administers the Aging and Disability Resource Center, is the prime planning, coordinating, and funding source for 23 Broward Projects. Those, which receive Federal Older Americans Act, and State Community Care for the Elderly Allocations, are mandated to raise a local 10% match. Our nonprofit 501(c)(3) organization employs a Fair Share Methodology to endeavor to raise as much of the required match as possible, by preparing computerized records of all services provided to each municipality's elder residents and then seeking

contributions predicated on the number of seniors in the city times 2/3 of the dollar amount representing one elder. The County is requested to provide the other 1/3, plus the Total Fair Share representing residents of unincorporated Broward.

Our prime goal is to prevent or delay institutionalization of elders. Our planning and funding endeavors are designed to assure that information and referral are available, as well as that a continuum of services is initiated and perpetuated to involve both independent and homebound seniors. Assuring their total wellbeing, through support from line staff, is a prime goal of our planning processes. In addition, we are offering educational guidance to Medicaid Seniors seeking information regarding Health Maintenance Organizations and offering guidance for the physically handicapped population 18-59.

Our services, including Congregate and Home Delivered Meals through Meals-on-Wheels; In-Home Personal Care and Homemaking; Adult Day Care Respite; Senior Centers; Transportation; Minor Home Repair; Legal Services; Information and Referral; Consumable Medical Supplies and Alzheimer's Respite. We are the hub of the wheel through which the Federal, State and Local Monies flow. Staff monitors the projects and prepares reports for the Florida Department of Elder Affairs.

For Federally Funded Older Americans Acts Programs, participants are afforded the opportunity to contribute for services, but there is no set fee, and participants are not means tested. For State Funded Services, clients are assessed a co-pay, on a sliding scale, and they pay a nominal monthly co-payment for their care (maximum 3% of their monthly income). Contributions are used to expand services to provide additional assistance for clients. Health and Wellness, Nutrition, and Respite Care are priority issues, as well as needs, our nonprofit organization is addressing, through our projects, especially our Helpline.

Elaborate on the program/event objectives. How do you plan on using the funding to solve the problem? The funding will be utilized to secure Federal Older Americans Act and State Community Care of the Elderly funds. The Staff at the Aging and Disability Resource Center is committed toward assuring the merited right of Older Americans to live their retirement years with dignity and delay the institutionalization of our frail elders.

What are the outcomes of your program/event? To purchase and deliver approximately 22,000 home-delivered meals to an estimated 75 Pompano Beach homebound frail elders and approximately 10,000 congregate meals to about 90 Pompano Beach elder residents at over 30 meal sites around Broward County.

Estimated number of attendees at program/event: 151-250

Please specify the number of City of Pompano Beach residents your organization will serve if program/event is funded: 165

Describe the demographics of the population you are impacting with program/event: The Aging and Disability Resource Center's main objective is to administer services to seniors 60 years of age and older, no matter the socioeconomic characteristics of the client. The Federal Older Americans Act Funding gives preference to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas. The State Community Care for Elderly (CCE) Funding is to prevent, decrease, or delay premature or inappropriate and expensive placement of elders in nursing homes and other institutions. CCE assists functionally-

impaired elderly persons in living as independently as possible, in the least restrictive environment suitable to their needs. The program provides a continuum of care through the development, expansion, reorganization, and coordination of multiple community-based services.

Date of Program/Event: 1/1/2019
Time: 12:00 AM – 11:59 PM
Name of Program/Event Venue: 2019 Fair Share
Address of Program/Event Venue: Pompano Beach
City, State, Zip: Pompano Beach, FL 33069

Attire of Program/Event:

List any benefits or amenities the City of Pompano Beach receives: See the Fair Share Report

Amount requested: \$78550

Details – Program/Event 2

Which are you applying for? (Program/Event)
Amount requested: \$

Additional

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc.)? No

What are your organizations credentials? Tell us why your organization does it better than anyone else. We have been servicing the senior population of Broward County since 1974. We have expanded from 2 subcontractors to 23 subcontractors. Through this expansion, we have also secured additional funding sources to offer an array of services for our Broward elders. We were one of the first three Planning and Service Areas (PSA) to transition to an Aging and Disability Resource Center to handle the Statewide Medicaid Managed Care Long Term Care Program (SMMC LTCP). We are the only entry point for the SMMC LTCP, which assists low-income, medically under served clients to apply and receive benefits. We also assist these clients in completing the eligibility process at no charge. We also fund the local Meals on Wheels agency which provides nutritious meals as wells as fund other services to support elders to remain in their homes to age with dignity.

Any other information you wish to share? Although this request is for matching funds for our Federal Older Americans Act and State Community Care for the Elderly, elders of Pompano Beach receive other funded services which are not match dependent. During 2017, Pompano Beach received \$1,011,255 for all services provided. This dollar amount does not include services provided through the Statewide Medicaid Managed Care Long Term Care Program.
Should the full amount of funding not be granted, the amount of service available will be lessen if the subcontractor are unable to raise the balance of the request.

Has your organization been funded before by City of Pompano Beach? Yes
If yes, when was the most recent year? 2017-2018

What was the name of the program/event funded? 2018 Fair Share

How much was the funding for this program/event? \$78,329.00

Total Request for 2018-2019: **\$78,550**

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

Documents Submitted

Provided W9: Yes

Provided IRS Letter: Yes

Provided Budget: Yes

Provided Board of Directors List: Yes

Provided Articles of Incorporation: Yes

Entity Disqualified: No

Reason:

Organization Contact

Name: Edith Lederberg

Title: Executive Director

Email: elfarghalin@adrcbroward.org

Phone: 9547459567

Address: 5300 HIATUS ROAD SUNRISE, FL 33351

Timestamp: 2018/08/22 62507 PM AST

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. ADOPTED ITEMIZED BUDGET

To ensure full receipt of awards, applicants must follow all approved itemized budget and submit all reporting requirements in a timely manner as described in Exhibit "A" Recipient Requirements. Submit the approved itemized budget and the application in Exhibit "B" Payment Schedule.

C. PAYMENT SCHEDULE

The total amount awarded for the Areawide Council on Aging of Broward County Inc (name of the non-profit organization) for 2019 Fair Share (title of the program) for the current fiscal year is: \$60,000.

There will be 4 payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 25% of the total allocation or \$15,000; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY within forty-five (45) days of the receipt of such an advance. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or \$15,000; will be issued upon receipt AND approval of the quarterly report (including any additional requested documents);
3. The third will equal 25% of the total allocation or \$15,000; will be issued upon receipt AND approval of the quarterly report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$15,000 and will be issued in upon receipt AND approval of the final quarterly report.

Please Note:

1. Failure to provide the quarterly reports will render an organization ineligible to receive future payouts.
2. Failure to provide a final quarterly report and/or failure to utilize all of the prior allocated funds from the first two payouts will render an organization ineligible to receive the third and fourth payouts and render the organization ineligible for current and future funding from the CITY.

3. Funds must be used to support CITY's Sponsored Projects and residents.
4. FRAUDULENT USE OF CITY FUNDS WILL 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.
5. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY.

EXHIBIT C

INSURANCE REQUIREMENTS

RECIPIENT 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 who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

RECIPIENT 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.

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 RECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by RECIPIENT under this Agreement.

Throughout the term of this Agreement, RECIPIENT 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. RECIPIENT 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 RECIPIENT's negligent acts or omissions in connection with RECIPIENT'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
\$1,000,000 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
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 RECIPIENTS	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per
Aggregate. Bodily injury (each person) bodily injury (each
accident), property damage, bodily injury and property
damage combined.

- 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 |
|-----|---------------------|--|-------------|-------------|

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, RECIPIENT agrees the indemnification and hold harmless provisions set forth in 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. If required by law, RECIPIENT 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 RECIPIENT, the RECIPIENT 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. RECIPIENT 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 RECIPIENT 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 RECIPIENT enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
1000 Corporate Drive
Suite 400
Fort Lauderdale FL 33334

CONTACT

NAME:

PHONE
(A/C, No, Ext): 954-938-8788FAX
(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Philadelphia Indemnity Insurance Co.

18058

INSURER B : MEMIC Indemnity Company

11030

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
AREAWCOUNC
Areawide Council on Aging of Broward County, Inc.
5300 N. Hiatus Rd.
Sunrise FL 33351

COVERAGES

CERTIFICATE NUMBER: 2123802172

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1760471	3/8/2018	3/8/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1760471	3/8/2018	3/8/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB613802	3/8/2018	3/8/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	3102806631	9/2/2018	9/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1760471	3/8/2018	3/8/2019	Ea Prof Incident Lmt Aggregate Limit 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

APPROVED

By Danielle Thorpe at 2:17 pm, Nov 28, 2018

CERTIFICATE HOLDER

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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