

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach ("City") and The Russell Life Skills and Reading Foundation, 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 \$10,000 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 Cathy McCarthy (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: Cathy McCarthy
Executive Director
5400 S University Drive
Suite 202
Davie, FL 33328
Office: (954) 921-3787
Email: cmccarthy@russelleducationfoundation.com

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"

The Russell Life Skills And Reading Foundation, Inc.
(Print or type name of company here)

Witnesses:

Cathy McCarthy
Cathy McCarthy
(Print or Type Name)

AD Dyley
Pauline D'Dyley
(Print or Type Name)

By: Twan Russell

Print Name: Twan Russell

Title: Chair of Board

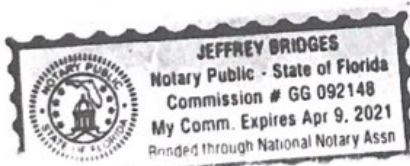
Business License No. _____

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of August, 2019, by Twan Russell as Chairman of Board of Russell Life Skills And Reading Foundation 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:



Jeffrey Bridges
NOTARY PUBLIC, STATE OF FLORIDA

Jeffrey Bridges
(Name of Acknowledger Typed, Printed or Stamped)

GG 092148
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: The Russell Life Skills and Reading Foundation, Inc.

Program funded: Russell Reading Room

Amount funded: \$10,000

Program description: REF's Russell Reading Program will serve a minimum of 95 elementary school students from low-income families in Pompano Beach who have been identified as at-risk in literacy skills due to a variety of factors, such as learning, economic or language-based difficulties. Age appropriate STEAM activities will take place during the after-school sessions of Russell Reading Room programs located at all four Pompano Beach Community Centers, one day per week. These activities will expose children kindergarten through fifth grade to valuable skill sets needed in today's world. Learning the fundamentals of coding, how movies are made, building working robots are some of the many fun but educational activities that take place. All activities are presented at age appropriate levels and many are experienced as group projects so students also learn how to work together towards an important goal.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 9, 2019 10:27 pm
Browser:	Chrome 73.0.3683.103 / Windows
IP Address:	96.64.184.214
Unique ID:	503590127
Location:	26.241800308228, -80.164497375488

About Your Organization

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

Full Name of Nonprofit:

Russell Life Skills and Reading Foundation, Inc. d/b/a Russell Education Foundation

Mission of Nonprofit:

To inspire an equip underserved children and their families with the tools for continued success.

Brief Overview of Nonprofit:

The Russell Education Foundation (REF) was founded in 1998 by former Miami Dolphins linebacker, Twan Russell, and his late mother, Corliss, with a mission of inspiring and equipping underserved children and their families with the tools for continued success. A South Florida educator for more than 35 years, Mrs. Russell saw first-hand how additional literacy services were needed in communities throughout Broward and Miami-Dade Counties to help level the playing field for students from low-to-moderate income (LMI) families and provide them with the same opportunities for academic success as their peers. Since its inception, REF has positively impacted the lives of more than 20,000 students in some of South Florida's most underserved communities and helped close the achievement gap through literacy instruction, life skills guidance/mentoring, and access to community resources. REF currently operates in 10 different locations throughout Broward County, including community centers in Fort Lauderdale, Hollywood, Pompano Beach and Plantation, and one location in North Miami. REF's programs are free to students and their families and are purposefully placed in identified areas where extra-curricular tutoring or educational services are either non-existent or unaffordable for low-income families.

Nonprofit Website:

<http://www.russelleducationfoundation.com>

Which Funding Priority Does Your Nonprofit Qualify For:

Education

Type of Organization - select the one that best applies:

Education/Research

**Executive Summary of How Nonprofit
will use City of Pompano Beach
Funding:**

The Russell Education Foundation (REF) requests funding to add STEAM (Science, Technology, Engineering, Arts, Math) instruction one day per week per center to the Russell Reading Rooms located at four Pompano Beach Community Centers - Mitchell Moore Park, Highlands Park, Pompano Beach Civic Center and McNair Center. During the 2019-2020 academic year, the Russell Reading Program will serve a minimum of 95 kindergarten through fifth grade students from low-income families through tutoring instruction, homework assistance and comprehensive education services to improve reading, math, science and language skills, with the primary goal of improving literacy and reading skills by at least one grade level upon completion of the program. With the addition of age appropriate STEAM activities, underserved children who might not otherwise be exposed to coding, robotics, art, music, hands-on science experiments and accelerated math, will have a chance to experience these activities in an effort to engage them in the joy of life-long learning and help them close the educational gap many low-income students experience.

**How Does Your Nonprofit/Program Fit
the Guidelines and Funding Interests?**

The Russell Reading Program (REF) fits the City of Pompano Beach's guidelines and funding interests by utilizing a comprehensive approach to address the critical issue of illiteracy in low-income Pompano Beach students. More than just improving test scores and academic performance, REF helps nurture a lifelong love of learning in these students and provides them with the tools necessary to become successful high school and college graduates, achieve meaningful employment, become caring parents, and contribute as productive citizens. Additionally, REF helps fill an essential childcare gap for low-income, working parents in Pompano Beach, enabling them to maintain stable employment and peace of mind because their children are able to attend a high-quality after-school program at no cost.

Statement of Need:

In 2017, only 55% of third-grade students in Broward County achieved a proficiency grade of "3 or higher" on a scale of 1 to 5 in English Language Arts and Math on the Florida Standards Assessment, which leaves almost half of the area's third graders reading below grade level. The state of Florida requires retention for students who do not demonstrate basic reading proficiency by the end of the third grade, which can be detrimental not only to the student's future academic achievement but their social and emotional development. Poor performance in school gives rise to increased rates of absenteeism, substance abuse, school dropouts, and juvenile delinquency. Overall, studies show students who do not demonstrate reading proficiency by the end of third grade are four times more likely to ultimately drop out of high school, and African American and Hispanic students who don't reach this milestone are eight times more likely to drop out. Research also demonstrates that students from low-income families, in particular, are at a significantly higher risk for literacy issues, due to additional challenges such as limited exposure to reading materials, housing instability, food insecurity, poor health, and safety issues. More than 80% of students from low-income families are not proficient readers by the end of third grade (Campaign for Grade Level Reading), and schools in low-income communities have a disproportionate number of students achieving below a proficiency grade of 3 on the Florida State Assessments (Florida Department of Education.) Many South Florida households also primarily speak a language other than English at home, which leaves children in these families at a disadvantage from the outset in learning the fundamentals of the English language. Parents who cannot read or struggle to read tend to have children who struggle with reading and overall academic achievement, thus perpetuating the cycle of illiteracy and poverty.

Include a Description of the Geographic Area You Serve:

REF currently offers the Russell Reading Program in four different locations within the City of Pompano Beach, encompassing a large portion of the city. Locations are as follows: MITCHELL MOORE PARK, 901 NW 10th Street, Pompano Beach, FL 33060 (Census Block 4048, Census Tract 308.01); HIGHLANDS PARK, 1650 NE 50th Court, Pompano Beach, FL 33064 (Census Block 3015, Census Tract 108); POMPANO BEACH CIVIC CENTER, 1801 NE 6th Street, Pompano Beach, FL 33060 (Census Block 1033, Census Tract 302.02); and MCNAIR CENTER, 951 NW 27th Avenue, Pompano Beach, FL 33069 (Census Block 2000, Census Tract 306). REF serves students and families, the majority of whom are low- and moderate-income (LMI) households, that live within and surrounding these areas.

Does Your Organization Receive Matching Funds?

Yes

If Yes, please explain the matching gift partnership you have.

It is anticipated that the City of Pompano Beach's support will be matched by a \$30,000 grant from the Jim Moran Foundation for the Mitchell Moore and Highlands Park site, as well as a \$9,800 grant from the Libra Foundation, both annual supporters of the Russell Reading Program. REF will continue to seek additional funding from other sources as needed to ensure the full expense of program implementation is supported.

Your organization will be able to provide the City documentation of your Matching Funds .

Yes

About Your Board of Directors

Board Disabled	0
Board Minorities	4
Board Seniors	5
Total Board Members	12

Program/Event Information #1

Will your organization be hosting an event on City property?

No

Which are you applying for? (Program/Event)

Program

Program/Event Name

Russell Reading Room

Type of Program/Event

Nonprofit Program/Seminar/Workshop

Describe the program/event succinctly:

REF's Russell Reading Program will serve a minimum of 95 elementary school students from low-income families in Pompano Beach who have been identified as at-risk in literacy skills due to a variety of factors, such as learning, economic or language-based difficulties. Age appropriate STEAM activities will take place during the after-school sessions of Russell Reading Room programs located at all four Pompano Beach Community Centers, one day per week. These activities will expose children kindergarten through fifth grade to valuable skill sets needed in today's world. Learning the fundamentals of coding, how movies are made, building working robots are some of the many fun but educational activities that take place. All activities are presented at age appropriate levels and many are experienced as group projects so students also learn how to work together towards an important goal.

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?

Much more than just an after-school program, REF offers comprehensive tutoring and educational services designed to help underserved students learn, grow and thrive. The addition of STEAM activities to the educational program already offered through Russell Reading Rooms, gives children a chance to learn skills that might otherwise not be available to them. It gives them an opportunity to experience and learn new skills while teaching them comprehensive educational skills. Many of REF's students do not have the opportunities that many of their peers experience. There is a large increase in today's job market for the skills that STEAM activities foster such as coding, engineering, robotics and the arts. All of these activities foster the imagination and build much needed self-esteem in our students.

REF works with teachers in area schools to identify students who demonstrate below grade-level understanding of reading, math, and/or science concepts through state testing/assessments and/or classroom teacher evaluations, and students are also referred by teachers, administrative staff, or parents. Upon enrollment, each student receives comprehensive assessment and evaluation of literacy skills, and a Multifaceted Activity Plan (MAP) is developed for each student in accordance with his/her reading level and particular learning challenges, to be completed at the student's pace. Small student-to-instructor ratios allow for one-on-one attention. Instruction techniques are tailored to the age and current reading level of the student and focus on building oral language, fluency, critical thinking skills, reading comprehension, creativity, and goal-setting skills. Math and science assistance is provided using an informal instruction style that incorporates games, experiments and hands-on activities, which promotes kinesthetic learning and problem-solving and appeals to students who have previously had difficulty learning math or science concepts in a traditional classroom setting. The addition of dedicated STEAM activities will enhance the learning and problem-solving abilities in ways that basic educational instruction can not match.

In addition to supporting the traditional Russell Reading program, STEAM funding from the City of Pompano Beach during the 2019-2020 school year will enable REF to offer learning experiences that stimulate the minds and imagination of children who need additional learning experiences to catch up to their peers. These experiences will help foster a love of learning that can propel our students to academic excellence throughout their educational journey.

Alongside educational programming, REF also provides mentoring and family engagement activities that encourage excitement about learning and promote long-term success in school and in life. Session topics include goal-setting, personal safety, civic engagement and other life skills topics. Business and community leaders, former professional athletes and other professionals speak to the students about their career paths and how they overcame certain obstacles to achieve success. Social skills components are interwoven throughout the overall program design and follow the

Promoting Alternative Thinking Strategies (PATHS) curriculum to help promote positive self-esteem, pro-social peer relationships and good citizenship.

What are the outcomes of your program/event?

Measurable outcomes for the entire program include:

*A minimum of 95% of students will be promoted to next grade level at the end of the academic year.

*90% of students will show improvement on post-assessments tests at the end of the year.

*90% of students who entered the program scoring below grade level in the reading section of the Common Core will improve reading performance by at least one reading level during the academic year.

*96% of students will participate in all STEAM activities and communicate functional knowledge of the activities presented.

*95% of students will demonstrate improved literacy & reading skills.

*95% of students will demonstrate bench marked progress in math and science.

*A minimum of 85% of students will stay engaged in the program for the full academic year.

Estimated # of Attendees at the Program/Event (select the one that best applies)

51-150

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:

95

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.

REF aims to serve a minimum of 95 kindergarten through 5th-grade students from low-income families in Pompano Beach who have been identified as at-risk in literacy skills due to a variety of factors, such as learning, economic or language-based difficulties. The population served during the most recently completed school year was represented by the following demographics: 50% white, 40% African American and 10% multi-race. Nearly 40% also identified as Hispanic. Feeder schools for REF's programs are all Title I schools where more than 51% of students are from low-income households.

Start Date of Program/Event:

Oct 01, 2019

End Date of Program/Event:

Sep 30, 2020

Does your program/event have a start time/end time?

Yes

Start Time of Program/Event:

04:00 PM

End Time of Program/Event:	05:00 PM
Name of Program/Event Venue:	Russell Reading Rooms at Mitchell Mores Park Highlands Park, Pompano Beach Civic Center, McNair Center
Address of Program/Event Venue Location:	901 NW 10th Street / 1650 NE 50th Court / 1801 NE 6th Street / 951 NW 27th Avenue 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:	No tangible benefits are associated with this funding request. However, as the children of Pompano Beach score higher grades through our comprehensive educational program, the school ratings increase which directly affects the housing market of the city by increasing home value to buy in areas of higher rated schools.
Amount Requested:	12480
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...) No

Additional Information

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

Over the last 20 years, REF has methodically developed a comprehensive approach that exceeds the standards of service offered at similarly structured organizations and, unlike other programs, is offered at no charge to low-income families to ensure access to comprehensive instruction and guidance for at-risk children with literacy and learning challenges. REF has a highly successful track record of participant engagement and retention, with more than 90% participation maintained during the school year. All REF curriculum is aligned with the Florida State Assessment benchmarks and Broward County School Board requirements to ensure consistency among educational and academic approaches. Small student-to-instructor ratios allow for one-on-one attention, and all contracted teachers and on-site directors are Florida State-certified with a minimum of five years of experience. REF also works to ensure that its teachers have a cultural competency level that enables them to interact effectively with a diverse group of students.

Any other information you wish to share?

Recognizing the importance of engaging the whole family in a successful learning process, REF is also unique in that it encourages long-term parental involvement as well as volunteerism of time and/or services and offers support and resources for the families of the participating students. REF's Dragonfly Darlings Women's Auxiliary offers activities to help empower mothers of participating students with tools to grow personally and as a parent, including a full-day Annual Women's Conference with motivational speakers, workshops, and discussions. Each year REF also hosts a holiday party in December, during which all participating families are provided with dinner and students perform a special program, and an end-of-year party at each of the program sites, during which students receive recognition of their academic achievements as well as books for their home libraries.

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? Russell Reading Rooms

How much was the funding for this program/event? 15000

Requested Budget Information

What is the total value your nonprofit is applying for? 12480

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/3276970/72077528/503590127/72077528_russell_education_foundation_itemized_budget_2019-2020_.xlsx

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503590127/72077535_russell_education_foundation_w-9.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503590127/72077552_irs_renewal_8-2016_to_8-20211.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503590127/72077556_attachment_a_-_board_of_directors.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503590127/72077558_filed_and_signed_articles_of_incorporation_4-15-1999.pdf

Charity/Organization Contact

Name

Cathy McCarthy

Title

Executive Director

Email

cmccarthy@russelleducationfoundation.com

Phone Number

(954) 921-3787

Address

5400 S University Drive
Suite 202
Davie, FL 33328



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012640018C-7	08/31/2016	08/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE RUSSELL LIFE SKILLS AND
READING FOUNDATION INC
9112 W STATE ROAD 84
DAVIE FL 33324-4416

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

THE RUSSELL LIFE SKILLS AND
READING FOUNDATION INC
9112 W STATE ROAD 84
DAVIE FL 33324-4416

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Russell Life Skills and Reading Foundation, Inc. d/b/a Russell Education Foundation

2 Business name/disregarded entity name, if different from above
Russell Education Foundation

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.
5400 S University Drive - Suite 202

6 City, state, and ZIP code
Davie, FL 33328

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 Requestor* for guidelines on whose number to enter.

Social security number

or

Employer identification number

6	5	-	0	9	2	2	4	9	0
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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 ► *Cathy L. McCarthy*

Date ► *5/9/2019*

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

OF

**THE RUSSELL LIFE SKILLS AND READING
FOUNDATION, INC.**

(organized under the nonprofit corporation laws of Florida)

ARTICLES OF INCORPORATION

of

THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC. (organized under the nonprofit corporation laws of Florida)

FILED
99 APR 13 AM 9:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers, a majority of whom are citizens of the United States, desire to form a Nonprofit Corporation under the Florida Not for Profit Corporation Act. Moreover, the undersigned are natural persons competent to contract and hereby form a not for profit Corporation under the laws as stated in the Florida statutes, more specifically, Florida Statutes Section 617.0202. The undersigned subscribers hereby adopt the following Articles of Incorporation and do hereby certify:

ARTICLE 1 - NAME

The name of the corporation is *The Russell Life Skills and Reading Foundation, Inc.*

ARTICLE 2 - PRINCIPAL OFFICE

The street address of the initial principal office of this Corporation is:

*1547 Northwest 159 Lane
Pembroke Pines, Florida 33028*

The mailing address of this Corporation is:

*Post Office Box 824091
Pembroke Pines, Florida 33082-4091*

ARTICLE 3 - PURPOSES OF THE CORPORATION

The Corporation is organized exclusively for charitable, religious, educational, and 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.

The Corporation shall provide charitable services in manner that is beneficial to the public interest. Namely, for the development of individual capabilities, support of education, improvement of social welfare, and advancement of knowledge and academic scholarship.

More specifically, the Corporation is organized to perform charitable activities and services, the primary purpose of which is providing for special educational, cultural, recreational, and social benefits to minors that contribute to the development of good character, good sportsmanship, and to the educational and cultural development, of minors.

ARTICLE 4 - OFFICERS AND DIRECTORS

The names and addresses of the persons who are the initial officers and directors are as follows:

<u>Name and Title</u>	<u>Address</u>
Twan Russell, President	1206 Chase Heritage Circle Sterling, Virginia 20164
Neil Heller, Vice-president	2001 West Sample Road, Suite 318 Pompano, Florida 33064
Lysandra Salmon, Secretary	3755 N.W. 24 Street Ft. Lauderdale, Florida 33311
Corliss Russell, Treasurer	3755 N.W. 24 Street Ft. Lauderdale, Florida 33311

ARTICLE 5 - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is:

*1547 Northwest 159 Lane
Pembroke Pines, Florida 33028*

The name of the initial registered agent of this Corporation at the address is Avarian R. McKendrick.

ARTICLE 6 - PROHIBITIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article Third hereof.

No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) and political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

Moreover, notwithstanding any other provision of these Articles, the Corporation shall 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) of the Internal Revenue Code, or the corresponding section of any future Federal tax 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 7 - MANNER OF ELECTION OF DIRECTORS

The Directors shall be elected or appointed by a majority vote of the Members of the Corporation.

ARTICLE 8 - PRESIDENT

The initial President of the Corporation shall be the following named person whose address shall be the same as the initial principal office of the Corporation as set forth in the Article Second hereof: Twan Russell.

ARTICLE 9 - TERM OF EXISTENCE

The Corporation shall have perpetual existence. The Corporate existence shall commence on the date these Articles are filed.

ARTICLE 10 - CAPITAL STOCK

The Corporation shall have no capital stock and shall be composed of members rather than shareholders.

ARTICLE 11 - QUALIFICATIONS OF MEMBERSHIP

The categories of membership qualifications for membership and the manner of admission shall be as set forth in and regulated by the By Laws of the Corporation.

ARTICLE 12 - VOTING RIGHTS

Members of the Corporation will have such voting rights as are provided in the By Laws of the Corporation.

ARTICLE 13 - LIABILITIES FOR DEBTS

Neither the members nor the members of the Board of Directors or officers of the Corporation shall be liable for the debts of the Corporation.

ARTICLE 14 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 15 - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every Amendment shall be approved by the Board of Directors, proposed by them to the Members, and approved to a Members' meeting by a majority of the Members, unless all the Directors and all Members sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

ARTICLE 16 - INDEMNIFICATION

The Corporation shall indemnify a director of the Corporation who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer is or was a director or officer of the Corporation against reasonable attorney fees and expenses incurred by the director or officer in connection with the proceeding.

The Corporation may indemnify an individual made a party to a proceeding because the individual made a party to a proceeding because the individual is or was a director, officer, employee or agent of the Corporation against liability if authorized in the specific case after determination, in the manner required by the Board of Directors, that indemnification of the director, officer, employee or agent as the case may be, is permissible in the circumstances because the director, officer, employee, or agent has met the standard of conduct set forth by the Board of Directors.

The indemnification and advancement of attorney fees and expenses for directors, officers, employees and agents of the Corporation shall apply when such persons are serving at the Corporation's request while a director, officer, employee or agent of the Corporation, as the case may be, as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Corporation.

The Corporation also may pay for or reimburse the reasonable attorney fees and expenses incurred by a director, officer, employee, or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding.

The Corporation also may purchase and maintain insurance on behalf of an individual arising from the individual's status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have power to indemnify the individual against the same liability under the law.

All references in these Articles of Incorporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Incorporation shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a director, officer, employee, or agent of the Corporation or the ability of the Corporation otherwise to indemnify or advance expenses to any such person by contract or in any other manner.

If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be severable and provisions remaining shall not be otherwise affected. All references in these Articles of Incorporation to "director," "officer," "employee," and "agent" shall include the heirs, estates, executors, administrators, and personal representatives of such persons.

ARTICLE 17 - COVENANT NOT TO SUE

The Corporation agrees that it will never institute any action or suit at law or in equity against any director or officer of the Corporation, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past present, or future, arising out of a director or officer of the Corporation's service to the Corporation.

ARTICLE 18 - DEDICATION AND DISTRIBUTION OF ASSETS

Assets of the Corporation are permanently dedicated to the furtherance of the specified exempt purposes set forth in Article Third hereof, within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

ARTICLE 19 - DISSOLUTION

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the federal government, or to a state or local government for public purpose.

However, if a named recipient is not then in existence or no longer a qualified distributee or unwilling or unable to accept the distribution, then the assets of this Corporation shall be distributed to a fund, foundation or corporation organized and operated exclusively for the purposes specified in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code. Reliance may be placed upon Florida state law to establish permanent dedication of assets for exempt purposes.


Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 20- CORPORATION SEAL


The Seal of the Corporation shall be as particularly shown in the following impression:



IN WITNESS WHEREOF, we have hereunto set our hand and seal acknowledged and filed the foregoing Articles 1 through 20 which comprise the Articles of Incorporation for THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC., a nonprofit charitable organization, under the laws of the State of Florida this 7th day of April, 1999.



Subscriber/Incorporator
Twan Russell
1206 Chase Heritage Circle
Sterling, Virginia 20164



Subscriber/Incorporator
Avarian R. McKendrick
425 N.W. 210 Street, #106-7
Miami, Florida 33169

REGISTERED AGENT ATTESTATION


Pursuant to the provisions of Section 617.0501 Florida Statutes, **THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC.**, a not for profit corporation, organized under the laws of the State of Florida submits the following statements in designating the Registered Office/Registered Agent in the State of Florida:

1. The street address of the initial principal office of this Corporation is *1547 Northwest 159 Lane, Pembroke Pines, Florida 33028.*
2. The mailing address of this Corporation is *Post Office Box 824091, Pembroke Pines, Florida 33082-4091.*
3. The name of the Registered Agent is *Avarian R. McKendrick.*


Twan Russell
Incorporator

FILED
99 APR 13 AM 9:50
CLERK OF STATE
TALLAHASSEE, FLORIDA

Having been named as initial Registered Agent and to accept service of process for the above stated Corporation at the place designated in this Certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.


Signature of
Avarian R. McKendrick,
Registered Agent
425 N.W. 210 Street, #106-7
Miami, Florida 33169

April 7, 1999
Date

**The Russell Life Skills and Reading Foundation, Inc.
D/B/A Russell Education Foundation
Board of Directors: 2019**

Executive Board Members

Twan Russell - Chairman of the Board

Founder
Russell Education Foundation
11201 NW 8th Street
Plantation, FL 33325
trussell@dolphins.com
Work: (305) 943-7272
Cell: (954) 599-5353

Ed Forler – Vice Chair

Vice President – Dave & Busters
1080 NW 192nd Avenue
Pembroke Pines, FL 33029
Ed_forler@daveandbusters.com
Cell: (214)684-5034

John Schechter – Secretary

511 NW 118th Avenue
Coral Springs, FL 33071
Home: (954) 236-4396
Cell: (954) 401-0774
John4KIDS@bellsouth.net

Debbie Fowler

CPA
Fowler, Howard & Reid, PA
3878 Sheridan Street
Hollywood, FL 33021
Phone: (954)224-1949
Cell: (954)224-1949
dfowler@saltt.us

Lysandra Russell – At Large

IPS Mortgage
11201 NW 8th Street
Plantation, FL 33325
Cell: (954) 599-5329
lrussell@ipsmtg.com

**The Russell Life Skills and Reading Foundation, Inc.
D/B/A Russell Education Foundation
Board of Directors: 2019**

DIRECTORS

Nicoleen Dillard

IBM Business Intelligence Specialist
Ultimate Software
12000 SW 2nd street
Pembroke Pines, FL 33025
Cell: (954) 913-1668
Ndillard73@gmail.com

Brion Ross

Attorney
6190 Pinetree Lane, B
Tamarac, FL 33319
Cell: (954) 815-0642
brionross1@gmail.com

Barbara Schechter

511 NW 118th Avenue
Coral Springs, FL 33071
Cell: (954) 804-0354
bschech@bellsouth.net

Dorothy Sillano

11869 NW 53rd Court
Coral Springs, FL 33076
Cell: (754)264-6662
dorothysillano@gmail.com

Mitchell Teger

Teger Resources
2395 SW 81st Ave
Davie, FL 33324
Cell: (954) 610- 8500
mitchell@tegeresources.com

Dr. Frank Till

Former Broward County Superintendent
drftill@aol.com

Ted Vukelich

Vice President
Ultimate Software
12000 SW 2nd street
Pembroke Pines, FL 33025
ted_Vukelich@ultimatesoftware.com

PROGRAM EXPENDITURES	CD8G/HOME	FUNDRAISING	GRANTS
STEAM Instructional Services - 4 centers x 39 weeks (1 hour per week per center) x \$95 per hour	\$ 12,480.00		\$ 2,340.00
Educational Materials/Incentives/Project Materials	\$ -	\$ 2,500.00	
Administrative Staff (VP of Mission Advancement, Dir. of Programs, Assist.) \$97,000 @ 22%	\$ -		
Employee Benefits	\$ -	\$ -	\$ -
Payroll Taxes & Benefits - Administrative Staff	\$ -		
Payroll Taxes & Benefits - Teachers, Site Directors, and Evaluator	\$ -		
Professional Contract Services	\$ -	\$ -	\$ -
3 certified teachers @\$18/hr x 2hrs/day x 145 days (total of 6 teachers for all sites)			
Program Evaluator			
2 Site Directors @\$20/hr x 2 hours/day x 145 days (total of 4 Site Directors for all sites)			
Office Supplies	\$ -	\$ -	\$ -
Postage/Printing (printint & duplication)	\$ -		\$ -
Notices/Subscriptions	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -
Travel/Training (50 miles per week x 36 weeks x \$.545/mile)	\$ -	\$ -	
Rent/Facility Costs	\$ -	\$ -	\$ -
Insurance/Legal/Financial Services	\$ -	\$ -	\$ -
Fundraising	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -
Lunch/Snacks	\$ -	\$ -	\$ -
Assistive Technology	\$ -	\$ -	\$ -
Administrative Costs (Insurance, professional fees, rent, utilities, communication)	\$ -		\$ -
Scholarship Awards	\$ -	\$ -	\$ -
Scholarship Maintenance Fee	\$ -	\$ -	\$ -
Camp(s)	\$ -	\$ -	\$ -
Supplies/Activities	\$ -	\$ -	\$ -
Classroom Supplies (Paper, pencil, pens, markers, rulers, etc. @\$6.15 x 80 students)	\$ -	\$ -	
Classes	\$ -	\$ -	\$ -
Field Trips	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -	\$ -
Direct Client Services	\$ -	\$ -	\$ -
Other (please list)	\$ -	\$ -	\$ -
Totals:	\$ 12,480.00		

Revenue Source	FY 18-19 Proposed Revenue	Is this revenue source confirmed or committed to the project?
CBDG/HOME	\$ 27,260.00	NO
Fundraising	\$ 61,314.75	NO
Grants	\$ 34,814.14	NO
Other	\$ -	N/A

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 The Russell Life Skills and Reading Foundation, Inc. (name of the non-profit organization) for Russell Reading Room (title of the program) for the current fiscal year is: \$10,000.

There will be four (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 \$2,500.00; 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 in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. 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 \$2,500.00; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third will equal 25% of the total allocation or \$2,500.00; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$2,500.00 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

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.
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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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2019

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 NSI Insurance Group LLC 5875 NW 163 Street Suite 207 Miami Lakes FL 33014	CONTACT NAME: Luisa Caraballo
	PHONE (A/C, No, Ext): (305) 556-1488 FAX (A/C, No): (305) 556-3680
INSURED The Russell Life Skills and Reading Foundation Inc 5400 South University Drive #202 Davie FL 33328	E-MAIL ADDRESS: luisac@nsigroup.org
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Covington Specialty Insurance Company NAIC # 13027
	INSURER B: Retail First Insurance Company NAIC # 10070
	INSURER C: Landmark American Ins Co NAIC # 33138
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 19/20 GL/PROF/WC/**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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VBA710392 00	07/22/2019	07/22/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52050100	02/27/2019	02/27/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A					
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Professional Liability			LHR777176	07/22/2019	07/22/2020	Each Claim \$1,000,000
							Aggregate \$1,000,000

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

Sexual Abuse Sub-Limit of \$100,000/\$300,000

Certificate Holder is Listed as Additional Insured with Respect to General Liability.

APPROVED

By Danielle Thorpe at 8:19 am, Aug 07, 2019

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
PO Box 1300

Pompano Beach

FL 33061

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

ADDITIONAL COVERAGES

Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$12.51	

Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$160.00	

Ref #	Description Add'l for policy minimum premium	Coverage Code APMP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium \$62.49	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

APEX INSURANCE
777 DELTONA BLVD. #28
DELTONA, FL 32725

560168 5670 1 AB 0.408 PGUA010 026 005670
Named insured

THE RUSSELL LIFE SKILLS A
ND READING FOUNDATION INC
5400 S UNIVERSITY DRIVE #202
DAVIE, FL 33328

APPROVED

By Danielle Thorpe at 8:20 am, Aug 07, 2019

PROGRESSIVE
COMMERCIAL

Policy number: 06426383-1

Underwritten by:
Progressive Express Ins Company
November 21, 2018
Policy Period: Dec 23, 2018 - Dec 23, 2019
Page 1 of 2

progressiveagent.com

Online Service

Make payments, check billing activity, print
policy documents, or check the status of a
claim.

1-407-259-2304

APEX INSURANCE

Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is
unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Renewal Declarations Page

Your coverage begins on December 23, 2018 at 12:01 a.m. This policy expires on December 23, 2019 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852FL (10/04), 1652FL (08/12), 4852FL (10/04), 4881FL (01/13) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$533
Bodily Injury Liability	\$10,000 each person/\$20,000 each accident		
Property Damage Liability	\$10,000 each accident		
Uninsured Motorist Non-Stacked	\$10,000 each person/\$20,000 each accident		135
Basic Personal Injury Protection			174
Without Work Comp-Named Insured & Relatives	\$10,000 each person	\$0	
Comprehensive			198
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			279
See Auto Coverage Schedule	Limit of liability less deductible		
Total 12 month policy premium			\$1,319
Discount if paid in full			-213
Total 12 month policy premium if paid in full			\$1,106

Rated driver

1. TWAN RUSSELL

Provider Network Program

If you're hurt in an accident that's covered by your Progressive policy, you may have access to a network of medical providers in your area who can treat you. These providers may offer reduced rates through the network that could allow you to get more treatment if necessary.

Visit progressive.com/providernetworks anytime to find out what provider networks are available in your area. The claim representative handling your medical claim will also be able to provide this information if you're in an accident.

You are under no obligation to use any network referenced above. You're free to see a medical service provider of your choice. Using a provider within the network doesn't necessarily mean that we'll cover the cost of their services. If you're in an accident, always check with the claim representative handling your medical claim to confirm what's covered.

Form Z271 (01/12)

Your ID Cards

Keep these cards handy—in your wallet or glove compartment—and contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

Progressive Customer



PROGRESSIVE

>>> FOLD PAGE ALONG PERFORATION AND TEAR >>>

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962
Policy Number: 06426383-1

Effective Date: 12/23/2018

Expiration Date: 12/23/2019

DC Personal Injury Protection

Benefits/Property Damage Liability

Named Insured(s):

THE RUSSELL LIFE SKILLS A

ND READING FOUNDATION INC

Year: Male

2015 Ford

Model: T-350 Transit W

VIN: 1FEDZ2ZM5FKA30679

Policy Type: Commercial

Blank Number: 10193

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:

APEX INSURANCE 1-407-258-2304

See claims reporting information on reverse side.

Misrepresentation of Insurance is a first degree misdemeanor.

THIS CARD LEFT BLANK INTENTIONALLY

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