

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is made and entered into this 11th day of December, 2018, by the City of Pompano Beach (“City”) and Community Reconstruction Housing Corporation, a Not For Profit Corporation authorized to do business in the State of Florida (“Recipient”).

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2018-19 (October 1st through September 30th), the sum of \$50,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit “A” which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

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

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

2. Term of Contract. This Contract shall be for the period beginning October 1, 2018 and ending September 30, 2019.

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

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

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

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

7. Contract Administrators, Notices and Demands.

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

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

If to Recipient:

Office:
Cell:
Email:
Fax:

If to City:

City Manager or Designee, Contract Administrator
Greg Harrison
City Manager

Office: (954) 786-4601
Email: greg.harrison@copbfl.com

With a copy to:

Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

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

whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Contract.

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

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

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

In the event that the City of Pompano Beach fails for any reason to appropriate funds for this contract, this Contract shall be deemed terminated and City shall provide Recipient with ten (10) business days written notice. Upon receipt of said notice, Recipient shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be

responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

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

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

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

In the event RECIPIENT receives fifty thousand dollars (\$50,000.00) or more from the City of Pompano Beach, the City of Pompano Beach reserves the right to request a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon request, this report shall be due within 120 days of the close of the CITY'S fiscal year.

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

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

Furthermore; nothing in this contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the Recipient and the City. Recipient agrees to indemnify and hold harmless the City of Pompano Beach from 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.

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

COMMUNITY RECONSTRUCTION HOUSING
(Print or type name of company here)

Witnesses:

[Signature]

SARA Broward
(Print or Type Name)

Tracy Kamy

Tracy Kamy
(Print or Type Name)

By: [Signature]

Print Name: Mathes Guice

Title: President / CEO

Business License No. _____

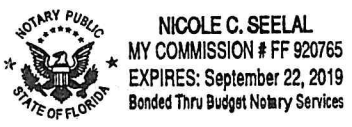
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 19 day of November, 2018 by Mathes Guice as President of Community Reconstruction Housing Corp. 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Recipients Requirements

1. RECIPIENT agrees to do as follows:

- a) To accept the funds as appropriated in accordance with the terms of this Contract;
- b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
- c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and
- d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and
- e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS WILL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION; and
- f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal
 - iv. Pre-award costs
 - v. Entertainment (i.e. disc jockey, band, performers for social events, bounce houses, mobile video gaming, trains)
 - vi. Out-of-state travel; non-local travel expenses
 - vii. Gift cards
 - viii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - ix. Rentals – one day only (written justification and approval needed for additional time)
 - x. Land acquisition

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

h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and

2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative progress report on the program or activity described in Exhibit "B" Payment Schedule. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "B" Payment Schedule. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - September 30th

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

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

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
 - b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii Race
 - iii Gender
 - iv Zip Codes
 - v Household income (if applicable)
 - c. Describe accomplishments of the program to date
 - d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)
- 3) The approved budget for the RECIPIENT, included in Exhibit "B" Payment Schedule and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

RECIPIENT shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

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

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

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

Organization Name: Community Reconstruction Housing Corporation

Program Funded: The Rites of Passage (ROP)

Amount Funded: \$50,000

Program description: Effective prevention programs seek to serve the individual in a seamless system of care that engages multiple professional disciplines and avoids duplication of effort. The ROP program adheres to belief and includes evidence-based practices in its programming.

Poor academic performance is a risk factor commonly associated with delinquency. The ROP seeks to improve academic performance and youth attitudes towards education, including advanced education opportunities. A total of 35 youth will be served. Services include group skills training (life and conflict resolution), academic remediation delivered by teachers), case management that is based on the results of assessments conducted by licensed behavioral health professionals.

The Program targets boys who possess one or more of the following risk factors commonly associated with delinquency:

- reside in an impoverished home;
- have unsupervised/unstructured ideal time;
- have negative peer associations;
- possess unfavorable attitudes towards education;
- a familial history with law enforcement; and
- a pattern of unexcused absences from school.

Funding from the City of Pompano Beach will support the continued operation of the ROP program at Crystal Lake Middle School. The ROP program works to identify the needs of at-risk youth, who without pro-social interventions are at heightened risk for academic failure and/or delinquency. This unique program allows trained human services professionals to partner with school personnel to address any behavioral and/or academic concerns for the youth in "real-time". Funds will support a small portion of operational costs, staff salary, and flex/value-added funds to address needs of the youth and/or the family that if left unaddressed place the youth/family at risk for 1) involvement with the dependency system; 2) homelessness; and/or 3) present a health or safety risk.

COMMUNITY RECONSTRUCTION HOUSING CORPORATION
ANNUAL BUDGET
OCTOBER 1, 2018 - SEPTEMBER 30, 2019
City of Pompano Beach Budget

BUDGET LINE ITEM	EXPENSE NARRATIVE	City of Pompano \$ 50,000.00
SALARIES & STAFF BENEFITS		
Program Manager	See Employee Budget	\$ -
President/CEO	See Employee Budget	\$ 8,698
Business/Contract Mgr.	See Employee Budget	\$ 12,500
Case Managers/ Therapist	See Employee Budget	\$ -
Vocational Coach	See Employee Budget	\$ -
Life Coaches	See Employee Budget	\$ 1,500
Administrative Employee	See Employee Budget	\$ 6,500
	Total Salaries	\$ 29,198
j. FICA	7.65% of total salaries	\$ 2,234
k. Workers Comp	Payroll / \$100 * .157	\$ 458
l. FL State Unemp	0 employees- 7000 each @ 2.7%	\$ -
	Total Staff Benefits	\$ 2,692
TOTAL SALARIES & STAFF BENEFITS		\$ 31,890
OTHER PROGRAM COST		
a. Mileage	To be Arranged	\$ -
b. Office Supplies	\$125 @ 12 mths	\$ 1,500
c. Classroom Supplies	45 youths @ \$72.	\$ -
d.		\$ -
e. Transportation	Bus service for participants to & from activities	\$ -
f.		\$ -
g. Tutors	Multiple Schools (8 hrs per wk @41 wk @ 25 per hr)	\$ -
h. Flex Funds	To be used for participants programs	\$ 500
i. Value Added	To be used for participants programs	\$ 1,702
j. Program Rent	Programs direct rental space	\$ -
TOTAL OTHER PROGRAM COST		\$ 3,702
ADMINISTRATIVE COST		
a. Consultant	Consultant, Outside contractors	\$ -
b. Clinical Director	\$45*400 hours =\$18000	\$ -
b. Accounting & Auditing	Monthly Accounting (\$700 per mth- YE Taxes and Y/E audit \$4,000.	\$ 6,000
c. Insurance	Annual liability insurance	\$ -
d. Employee Training	Staff Training and new hires	\$ 528
e. Rent	Program direct	\$ 7,500
f. Other Admin Cost	Remainder of 10% of Programs	\$ 380
	Total Administrative Cost	\$ 14,408
Total Budget Companywide 10/1/18 -9/30/19		\$ 50,000
	Delta	\$ (0)

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

DEPARTMENT OF THE TREASURY

Date: FEB 29 2012

COMMUNITY RECONSTRUCTION HOUSING
CORPORATION
8611 NW 57TH CT
TAMARAC, FL 33321

Employer Identification Number:
31-1703246
DLN:
17053277387031
Contact Person:
DENNIS C GRUESSER ID# 31992
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

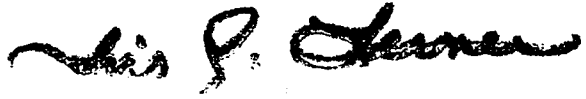
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

COMMUNITY RECONSTRUCTION HOUSING

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with a large initial "L" and "G".

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mathes Guice		
	2 Business name/disregarded entity name, if different from above Community Reconstruction Housing Corporation		
	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.		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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> 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.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 8611 N.W. 57 Court		Requester's name and address (optional)
6 City, state, and ZIP code Tamarac, FL 33321			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
31 - 1703246	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 11/19/18
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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.*

Community Reconstruction Housing Corporation

Year Applying: 2018-2019

Mission: Community Reconstruction Housing (CRH), Inc. is a 501c3 organization with the mission to provide Educational, Leadership, and Employment opportunities to minority and impoverished citizens.

Overview: Community Reconstruction Housing Corporation (CRH) is a social services agency that addresses the needs of youth who are at-risk for delinquency. CRH has established partnerships with key stakeholders including the Childrens Services Council of Broward County, the Broward Sheriff's Office, the Florida Department of Juvenile Justice, the Broward County School Board, and local faith-based organizations. CRH was established nearly 20 years ago when a group of men volunteered time to work with boys who were failing school, interacting with law enforcement, and experimenting with risky behaviors. Since that time, CRH is now has a full-time staff that delivers evidenced-based programming to youth and has secured over \$500,000 in annual funding to operate its programming. The Rites of Passage (ROP) Program is its key program - a prevention program that promotes positive youth development to divert middle-school boys from juvenile justice involvement and promote academic success. Groups are facilitated by life coaches who serve as mentors for boys and provide support to parents in appropriate discipline and supervision. Prior accomplishments include 1) effective partnerships with Broward County Public Schools, the Florida Department of Juvenile Justice; and local law enforcement; 2) funding from the public agencies including the Children's Services Council, City of Pompano, and the Broward Sheriff's Office; and 3) a zero involvement rate with law enforcement for Program participants. Our success can be attributed, in part, to a program model which delivers services in the home school allowing for the cultivation of a real-time partnership between teachers, the case manager and life coaches who are all co-located at the school. As detailed in the CSC Fiscal Year 2016/2017 Performance Measurements Summary Report, our successes include 1) 97% ROP participants received no law violations; 2) 100% of ROP participants did not cause a pregnancy; and 3) 100% of ROP participants did not use alcohol or drugs.

Website: www.crh954.com

Which Funding Priority Does Your Nonprofit Qualify For: Education

Type of Organization: Human Services

Executive Summary - How Nonprofit will use City of Pompano Beach Funding? City funds in the amount of \$50,000 will support a partnership between CRH and Crystal Lake to identify students who are residents of Pompano Beach and deliver case management and skills training that will reduce risk of delinquency involvement and improve academic performance. A case manager will be assigned to each youth to work with the youth and family to identify strengths, risks, and needs; offer referrals for mental health counseling and substance abuse treatment; prepare applications for entitlements; and a life coach will deliver group skills training that support the development of positive peer associations, identification and cultivation of pro-social recreation and leisure activities, increase physical wellness, and skills to resolve conflict and respond appropriately to trigger situations; and Florida-certified teachers will provide academic remediation to improve educational performance. In part, the benefit to the City of Pompano Beach include " 1) reduction in youth-related crime; 2) increase performance at

local schools; 3) enhanced quality of life for an underserved population; and 4) the delivery of skills training that promotes likelihood of advanced education and breaking of the cycle of poverty.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests? The ROP at Crystal Lake is an existing program that is funded by the City of Pompano Beach. Both the City and CRH recognized the importance of 1) addressing the needs of minority youth who typically under-perform in school, and 2) bringing the program to the youth. Many youth who require services do not have transportation to get to a program site. The ROP is delivered at Crystal Lake Middle School during school hours. The co-mingled program location facilitates enhanced communication between school personnel and ROP life coaches and case managers who work to address negative behaviors and attitudes through evidenced-based group skills training. While the City has athletic and recreational activities for residents, CRH proposes to provide services to a vulnerable and high-risk population that is traditionally under-served. This same population often becomes a tax on public funds, if needs are unaddressed, via involvement in the dependency and delinquency systems, and eventually the adult correctional, homeless, and behavioral health systems. Idle time is a risk factor associated with delinquency; the ROP operates year-round affording youth a safe and pro-social program to attend during school holidays and summer vacation. It also allows youth to cultivate positive peer associations and test adolescent boundaries under the supervision of life coaches, teachers, and case managers. Additionally, CRH will leverage its relationship with Nova Southeastern University by linking Pompano Beach residents (the youth and family members) to the Family Therapy Department for free mental health counseling and/or substance abuse treatment. While services in the school are limited to the youth (student), CRH recognizes the needs of the household must be addressed if delinquency prevention is to be successful. To this end, parent skills training, referrals, and assistance meeting with school professionals is provided by CRH via case managers and life coaches.

Statement of Need: CRH proposes to serve 35 Pompano Beach residents at Crystal Lake Middle School, which is a grade Broward County public middle-school serving the City of Pompano Beach residents. Experts agree certain risk factors associated with delinquency including poor academic performance, insufficient adult supervision, familial history with law enforcement, poverty, and negative peer associations. The student body at Crystal Lake is comprised of 53% male and 47% female students with a total minority enrollment of 83%. 82% of these students reside in a household that is defined as economically disadvantaged and 10% are English Language Learners. Data from the Pompano Beach illustrates the disparities in conditions among at-risk youth, including low graduation rates and parental educational attainment; high unemployment, poverty, community violence, juvenile arrests, and out-of-school suspensions; and poor postsecondary access and opportunities. The percentage of residents in Pompano Beach without a high school diploma or GED is 20.6%, a rate higher than the county average of 11.8% (ACSA, 2015).

The poverty rate for Pompano Beach is 28.8% and is much higher than the countywide rate of 14.7% (ACSB, 2015), which explains the high Free and Reduced Lunch rate of 91.1% exceeding the District high school average of 65.8%.

Finally, in 2015, Pompano Beach ranked third in the County's cities with high violent crime rates (FDLE, 2015). This trend is also evident in juvenile arrests with Pompano Beach ranking in the top 10 for juvenile arrests (FDJJ, 2016). Research shows language barriers, poverty and greater involvement in the juvenile justice system decreases the likelihood of youth graduating on time and achieving postsecondary success (Ameen & Lee, 2012).

Does Your Organization Receive Matching Funds? Yes

If Yes, please explain the matching gift partnership you have: CRH receives funding from the Florida Department of Juvenile Justice (\$39,945), the Broward Sheriff's Office (\$10,000), and the Jim Moran Foundation (\$25,000). City of Pompano are leveraged dollars to match Children's Services Council of Broward County (CSC) funds (\$349,898.00).

Total Board Members: 7

Disabled: None

Minorities: 7

Seniors: 4

Include a Description of the Geographic Area You Serve: CRH will serve youth enrolled at Crystal Lake Middle School, which is located within the boundary for City of Pompano Beach residents.

Details – Program/Event 1

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

Program/Event: The Rites of Passage (ROP)

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

If other:

Describe the program/event succinctly: Effective prevention programs seek to serve the individual in a seamless system of care that engages multiple professional disciplines and avoids duplication of effort. The ROP program adheres to belief and includes evidence-based practices in its programming. Poor academic performance is a risk factor commonly associated with delinquency. The ROP seeks to improve academic performance and youth attitudes towards education, including advanced education opportunities. A total of 35 youth will be served. Services include group skills training (life and conflict resolution), academic remediation delivered by teachers), case management that is based on the results of assessments conducted by licensed behavioral health professionals.

Interventions

Thinking for a Change (T4C) is an integrated, cognitive behavior change program that includes cognitive restructuring, social skills development, and development of problem solving skills. T4C is recognized by the Florida Department of Juvenile Justice (FDJJ) and the National Institute of Corrections (NIC) as effective in successfully intervening in the lives of at-risk youth. Such evidence-based programs produce significant reductions in recidivism along with positive effects on outcomes such as school attendance, family and peer relationships, employment, and mental health symptoms. T4C follows the idea thinking, beliefs, attitudes, and values impact behavior. The basic premise is one knows his thoughts, feelings, and beliefs in a particular circumstance, he is more likely to change behavior. This is accomplished through group counseling sessions that 1) pay attention to thoughts and feelings; 2) recognize when thoughts and feelings lead to trouble; and 3) develop new thinking to reduce the risk.

The Council on Boys and Young Men (Council)

The Council is a strength-based approach to promote boys safe and healthy passage through pre-teen years. A pilot study of the Council (2008) involving five organizations with 93 total participants found

significant increases in boys' school engagement, and self-efficacy outcomes through the four module/10-week curriculum. Boys participate in groups of 10 facilitated by life coaches.

Services

Needs Assessment

A needs assessment is administered to each student within three (3) days of admission to the ROP, after six months of participation, and at discharge. The needs assessments aids case managers in service planning and incorporates the feedback from the student, parent(s), teachers, and other service professionals. The completion of the needs assessment at discharge will support efforts to evaluate the effectiveness of programming.

Service Planning

After the needs assessment is completed, the case manager meets with the student and the parent(s) to develop a Prevention Services Plan (PSP). The PSP includes individualized goals for the student and parent(s), when appropriate, that are specific, measureable, have a timeframe for completion, achievable, and realistic. Goals may include referral for mental health (i.e., grief and trauma counseling), academic tutoring, and other needs to support the students social development and stabilize the home.

Case Management Case managers have experience working with at-risk youth, and education in monthly file reviews and Supervisor participation in Prevention Service Plan (PSP) meetings. Case manager assignment will factor the needs of the boy, skills of the case manager, language barriers, and the case managers ability to provide in-home services. Intensive case may also require more frequent sessions, to coordinate services, and monitor progress.

Eligible Youth

The Program targets boys who possess one or more of the following risk factors commonly associated with delinquency

- reside in an impoverished home;
- have unsupervised/unstructured ideal time;
- have negative peer associations;
- possess unfavorable attitudes towards education;
- a familial history with law enforcement; and
- a pattern of unexcused absences from school.

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

problem? Funding from the City of Pompano Beach will support the continued operation of the ROP program at Crystal Lake Middle School. The ROP program works to identify the needs of at-risk youth, who without pro-social interventions are at heightened risk for academic failure and/or delinquency. This unique program allows trained human services professionals to partner with school personnel to address any behavioral and/or academic concerns for the youth in "real-time". Funds will support a small portion of operational costs, staff salary, and flex/value-added funds to address needs of the youth and/or the family that if left unaddressed place the youth/family at risk for 1) involvement with the dependency system; 2) homelessness; and/or 3) present a health or safety risk.

What are the outcomes of your program/event? 75% of students will demonstrate a letter grade improvement in coursework; 85% of students will demonstrate a reduction in behavioral referrals (in-

school); 85% of students will have no contact with the juvenile justice system (no contacts if the youth is referred with an open delinquency referral).

Estimated number of attendees at program/event: 1-50

Please specify the number of City of Pompano Beach residents your organization will serve if program/event is funded: 35

Describe the demographics of the population you are impacting with program/event. The student body at Crystal Lake is comprised of 53% male and 47% female students with a total minority enrollment of 83%. 82% of these students reside in a household that is defined as economically disadvantaged and 10% are English Language Learners. Data from the Pompano Beach illustrates the disparities in conditions among at -risk youth, including low graduation rates and parental educational attainment; high unemployment, poverty, community violence, juvenile arrests, and out-of-school suspensions; and poor postsecondary access and opportunities. The percentage of residents in Pompano Beach without a high school diploma or GED is 20.6%, a rate higher than the county average of 11.8% (ACSA, 2015).

The poverty rate for Pompano Beach is 28.8% and is much higher than the countywide rate of 14.7% (ACSB, 2015), which explains the high Free and Reduced Lunch rate of 91.1% exceeding the District high school average of 65.8%.

Finally, in 2015, Pompano Beach ranked third in the County's cities with high violent crime rates (FDLE, 2015). This trend is also evident in juvenile arrests with Pompano Beach ranking in the top 10 for juvenile arrests (FDJJ, 2016). Research shows language barriers, poverty and greater involvement in the juvenile justice system decreases the likelihood of youth graduating on time and achieving postsecondary success (Ameen & Lee, 2012).

Date of Program/Event:	10/1/2018
Time:	9:00 AM – 5:00 PM
Name of Program/Event Venue:	The Rites of Passage Program at Crystal Lake Middle School
Address of Program/Event Venue:	3551 NE 3rd Avenue
City, State, Zip:	Pompano Beach, FL 33064

Attire of Program/Event: Casual

List any benefits or amenities the City of Pompano Beach receives: Addressing the needs of youth is critical to developing the next generation of leaders. Youth eligible for the ROP program typically reside in homes that fall below the poverty level and that have a history of poverty. Lack of social skills (either a result of poor parenting, absent parents, or behavioral health issues), poor attitudes toward academics, favorable attitudes towards substance use, and excessive idle time place youth at-risk for involvement with the juvenile justice - and - eventually the criminal justice system. The ROP program benefits the communities of the City of Pompano Beach by providing at-risk youth with a pro-social leisure activity where under the guidance of life coaches, positive peer associations are developed, interest in vocational training and employment is cultivated, the importance of education is reinforced, and youth are provided with a pro-social adult who can assist the youth and family in navigating the human services systems of care that have resources to address family needs necessary to provide stability and overcome the cycle of poverty.

Amount requested: \$50,000

Details – Program/Event 2

Which are you applying for? (Program/Event)

Amount requested: \$

Additional

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

What are your organizations credentials? Tell us why your organization does it better than anyone else. CRH is committed to delivering only evidence-based practices, hiring licensed and social services professionals who have experience working to address the needs of at-risk youth, and adheres to a Cultural and Linguistic Competency Plan. Staff receive annual training in the composition of Broward County's multi-cultural communities to better identify and understand behaviors of the youth and family members served through CRH programs. CRH has an existing relationship with the City of Pompano Beach, the Broward County Public Schools District, the Children's Services Council of Broward County, the Broward Sheriff's Office, and the Florida Department of Juvenile Justice. These partnerships and the shared commitment of these agencies to at-risk youth, allows CRH to work in the school - the youth's natural environment - where issues can be addressed as they arise and the behaviors of the youth can be closely monitored and re-directed as they occur. Life coaches are also viewed by the youth as a support that provides encouragement as the youth navigates the difficult of middle school.

Any other information you wish to share? The ROP is an existing program that is currently funded by the City of Pompano Beach. CRH is requesting re-funding of the ROP as funding is leveraged by Children Services Council to deliver services to the residents of Pompano Beach.

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

If yes, when was the most recent year? 2017-2018

What was the name of the program/event funded? The Rites of Passage Program

How much was the funding for this program/event? \$50,000.00

Total Request for 2018-2019: \$50,000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project? No

Documents Submitted

Provided W9: Yes

Provided IRS Letter: Yes

Provided Budget: Yes

Provided Board of Directors List: Yes

Provided Articles of Incorporation: Yes

Entity Disqualified: No

Reason:

Organization Contact

Name: Mathes Guice

Title: President and CEO

Email: mguicer@yahoo.com

Phone: 954-857-1436

Address: 1100 State Road 7 #200-A Margate, FL 33068

Timestamp: 2018/08/24 81748 AM AST

Exhibit B Payment Schedule

A. AWARD DISBURSEMENTS

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

B. ADOPTED ITEMIZED BUDGET

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

C. PAYMENT SCHEDULE

The total amount awarded for the Community Reconstruction Housing Corporation (name of the non-profit organization) for The Rites of Passage (ROP) (title of the program) for the current fiscal year is: \$50,000.

There will be 12 payout/s during the period (depending on the amount awarded to each organization):

Your organization will be reimbursed on a monthly basis equal to 8 % of the total allocation or \$4,166.67; will be issued upon receipt AND approval of the monthly report (including any additional requested documents).

Please Note:

1. Failure to provide the quarterly narrative reports will render an organization ineligible to receive future payouts.
2. Failure to provide a monthly financial report and/or failure to utilize all of the prior allocated funds from the first six monthly payouts will render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.
3. Funds must be used to support CITY's Sponsored Projects and residents.
4. FRAUDULENT USE OF CITY FUNDS WILL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION.
5. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY.

EXHIBIT C

INSURANCE REQUIREMENTS

RECIPIENT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

RECIPIENT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. RECIPIENT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from RECIPIENT's negligent acts or omissions in connection with RECIPIENT's performance under this Agreement.

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

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
2/27/2018

PRODUCER
CHESTNUT INSURANCE AGENCY
5614 Hallandale Beach Blvd
Hollywood, FL 33023
(954) 981-3475

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **COMMUNITY RECONSTRUCTION HOUSING CORP.**
1100 S STATE RD 7
MARGATE, FL 33068

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CAPITOL SPECIALTY INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X		GENERAL LIABILITY	CS0260257102	01/24/18	01/24/19	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
		GARAGE LIABILITY				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____ _____ \$ _____ _____ \$ _____
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ _____
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITY OF POMPANO BEACH AS ADDITIONAL INSURED.

APPROVED
By Cindy Lawrence at 4:42 pm, Mar 01, 2018

CERTIFICATE HOLDER
CITY OF POMPANO BEACH
100 W ATLANTIC BLVD. STE 430
POMPANO BEACH, FL 33060

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
[Signature]