

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach (“City”) and Learning for Success, Incorporated, 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 (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: John Casbarro
President
5532 SW 114TH AVE
COOPER CITY, FL 33330
(786) 877-0334
Email: jcasbarro@aol.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"

Learning for Success, Incorporated

(Print or type name of company here)

Witnesses:

[Signature]
Keila Pinto
(Print or Type Name)

[Signature]
Gustavo Sealy
(Print or Type Name)

By: [Signature]

Print Name: John Casbarro

Title: President

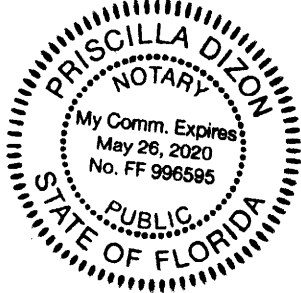
Business License No. 71-0891789

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7th day of September, 2019, by John Casbarro as President of Learning for Success, Incorporated 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 Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Priscilla R. Dizon
(Name of Acknowledger Typed, Printed or Stamped)

FF 996595
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: Learning for Success, Incorporated

Program funded: Kids and the Power of Work (KAPOW)

Amount funded: \$10,000

Program description: KAPOW is a unique collaboration between the school district, area businesses, community organizations, and schools. This is accomplished through a powerful set of in-school lessons taught by business and community volunteers with teachers from local elementary-high schools, field trips to partner work sites, and integrated curriculum activities for teachers to incorporate the real-life application of the skills they teach on a daily basis. During classroom lessons, students learn about different jobs, what it takes to do them, and how the subjects they are studying are used in those jobs. They also teach students the workplace skills necessary for any job, including positive work habits, teamwork, decision-making, understanding diversity, and communication. The classroom lessons culminate in a field trip, where students apply what they learned from the KAPOW classroom experience in a hands-on day on the job, such as designing jets at Embraer Aircraft, and mock job interviews.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	April 12, 2019 10:40 am
Browser:	Chrome 73.0.3683.86 / OS X
IP Address:	76.110.113.43
Unique ID:	494013925
Location:	26.058399200439, -80.325202941895

About Your Organization

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

Full Name of Nonprofit: Learning for Success, Inc.

Mission of Nonprofit: The mission of Learning for Success, Inc. (LFS) is to prepare students for success in work and in life through school and business partnerships that connect students, teachers, and schools with volunteers, their businesses, organizations and the community.

Brief Overview of Nonprofit: Incorporated on June 21, 2002, LFS manages a network of South Florida business and community volunteers and educators who implement the Kids and the Power of Work (KAPOW) and My Future Is Now (MFIN) programs under the direction of President John Casbarro. KAPOW brings volunteers into schools to help students connect what they learn in school to its application in work and life, and brings students into the workplace for real life work experiences. This web site -<http://kapowlfs.wordpress.com>, provides more details.

In 1993, Mr. Casbarro developed the South Florida KAPOW program, which began with one school and business and 250 students. The program now serves 6,000 students annually in 80 South Florida elementary, middle and high schools. More than 600 community volunteers and 350 educators participate in the program. Seventy percent of MFIN/KAPOW students are minorities (primarily Hispanic and African American) who qualify for free or reduced lunch.

The KAPOW Program has received local and national awards for its contributions to education and community involvement. Major corporate partners, including Bank of America, Morgan Stanley and Royal Caribbean Cruise Lines have participated for more than fifteen years.

Our new initiative, My Future Is Now (MFIN), focuses on changing the way students experience school by organizing the curriculum, instruction, and guidance services around their strengths, skills, talents, interests, plans and dreams.

Nonprofit Website: <http://kapowlfs.wordpress.com>

Which Funding Priority Does Your Nonprofit Qualify For: Workforce Readiness

Type of Organization - select the one that best applies: Education/Research

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

Funds are sought to further develop the Kids and the Power of Work (KAPOW) program to serve approximately 320 low income students at Crystal Lake Middle, Cypress Elementary, Cypress Run Education Center (CREC) in Pompano Beach. Full funding would enable us to add up to two additional Pompano Beach Schools. One hundred percent of the target population will qualify for free or reduced lunch per federal guidelines. Cypress Run Education Center serves a special population of students who, through committing a serious offense, would otherwise be suspended or expelled from school. KAPOW addresses the college readiness/career development focus in these schools.

Now in its 28th year, more than 650 volunteers and 200 teachers serve 6,000 students annually. KAPOW is a unique collaboration between the school districts, 110 area businesses and community organizations, and 80 South Florida schools. This is accomplished through a powerful set of career awareness and workplace skills lessons taught by business and community volunteers with teachers in the target classrooms, field trips to partner work sites, and integrated curriculum activities for teachers to incorporate the real-life application of the skills they teach on a daily basis. In the lessons, students learn about different jobs, what it takes to do them, and how the subjects they are studying are used in those jobs. The lessons also teach students success skills that are necessary for any job, including positive work habits, teamwork, decision-making, understanding diversity, and communication. The lessons at the City's partner schools will be taught by volunteers from the City and area businesses, including American Airlines, Amicus MSO, Kelley Uustal Law, and Class Act Productions. They will culminate in a field trip to the City and business partners' facilities, where students will apply what they learned from the KAPOW classroom experience through hands-on activities. During previous visits, students learned about degree programs at McFatter Technical School and Florida Memorial University, acted and danced on stage at the City's New Cultural Center, and experienced state-of-the-art technology utilized at PricewaterhouseCoopers (PWC). CREC students learned they could be hired despite their juvenile record during their field trip to Martin-Brower, the SE U.S. distribution center for McDonald's. In addition to the KAPOW lessons and field trips, special career presentations will be arranged for Cypress Run students, including IT, the military, Storm Window and Roof Installation, and at Miami International Airport. City Commissioner Beverly Perkins has volunteered as well to do presentations with students during Career Days at CREC.

Full funding will also help us further develop our program in these areas:
Market Research and Community Needs Assessment, by:

- Surveying teachers, administrators, and business people
- Utilizing online services including Survey Monkey and LinkedIn

Strategic Planning to Maximize Volunteer Impact, by:

- Soliciting, prioritizing, and implementing new volunteers' resources

Recruiting and Marketing to Prospective Volunteers, by:

- Attending workshops and online research to improve skills in social media
- Networking at chamber of commerce and volunteer fairs

Interviewing, Screening, and Selecting Volunteers, by:

- Factoring referral recommendations and thorough explanation of responsibilities

Orienting and Training Volunteers:

- Utilizing teleconference, with screen sharing and webinars in addition to live trainings

Ongoing Supervision and Management, by:

- Allocating additional staff time for on-site evaluations, email and telephone follow up

Recognition and Volunteer Development, by:

- Developing more feature stories in print, television and social media
- Utilizing new award sources, including those offered by Volunteer Florida
- Recognition at Commission and School Board meetings

Measuring Outcomes and Evaluating the Process, by:

- Developing and analyzing new metrics via Survey Monkey

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

The KAPOW Program supports the following Guidelines and Funding Interests:

Workforce Readiness:

KAPOW's lessons specifically target the "soft" skills deemed most needed to succeed in the workplace, including teamwork, communication, decision-making, and understanding diversity.

Train in interpersonal skills to assist in job-seeking:

KAPOW's lesson activities include interviewing our business volunteers about their jobs, researching jobs related to their interests and abilities, mock interviews, and making presentations that demonstrate job skills.

Education: Help children in underperforming schools acquire the knowledge, skills and behaviors they need to succeed in school, college or career pathways:

In addition to "soft skills (see above), KAPOW's "Positive Work Habits and Attitudes" lesson helps students understand that "Your Attitude Determines Your Altitude."

73% of all KAPOW students qualify for free or reduced lunch.

Statement of Need:

Awareness of connections between what is learned in the classroom and what knowledge and skills are needed for future careers should begin early, when children are young, curious, and open to the world around them. In a study conducted by the National Alliance of Business and Scholastic, Inc., 96% of the businesses surveyed believed that a greater effort needed to be placed on making students ready for the world of work. Leaders in education have also recognized that if children are to make the successful transition into adulthood and become productive members of society, they must be given the tools to develop their creativity, skills and commitment early on. Many students from the low-income areas we serve have never experienced the world and its career opportunities outside their neighborhoods.

Include a Description of the Geographic Area You Serve:

We serve the Pompano Beach communities whose young people attend Crystal Lake Middle, Cypress Elementary, and Cypress Run Education Center) as well as the Broward communities of Hollywood, Miramar, Lauderhill, Plantation, Pembroke Pines, Sunrise, Weston, Lauderdale Lakes, Ft. Lauderdale, Tamarac, and Deerfield Beach. We also serve communities throughout Miami-Dade and Monroe County.

Does Your Organization Receive Matching Funds?

Yes

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

We receive matching gifts (funding) from the following: The Jim Moran Foundation, Publix Supermarkets Charities, BankUnited, Bank of America, Sky Ranch Foundation, and American Airlines.

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

About Your Board of Directors

Board Disabled 0

Board Minorities 0

Board Seniors 2

Total Board Members 5

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 Kids and the Power of Work (KAPOW)

Type of Program/Event Other

If other, please specify: Career awareness and workplace skills lessons taught by volunteers in schools, and field trips to business worksites.

Describe the program/event succinctly: KAPOW is a unique collaboration between the school district, area businesses, community organizations, and schools. This is accomplished through a powerful set of in-school lessons taught by business and community volunteers with teachers from local elementary-high schools, field trips to partner work sites, and integrated curriculum activities for teachers to incorporate the real-life application of the skills they teach on a daily basis. During classroom lessons, students learn about different jobs, what it takes to do them, and how the subjects they are studying are used in those jobs. They also teach students the workplace skills necessary for any job, including positive work habits, teamwork, decision-making, understanding diversity, and communication. The classroom lessons culminate in a field trip, where students apply what they learned from the KAPOW classroom experience in a hands-on day on the job, such as designing jets at Embraer Aircraft, and mock job interviews.

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

- Prepare students for success in the workplace: KAPOW's lessons specifically target the "soft" skills deemed most needed to succeed in the workplace, including teamwork, communication, decision-making, and understanding diversity.
- Train students in interpersonal skills to assist in job-seeking: KAPOW's lesson activities also include interviewing our business volunteers about their jobs, researching jobs related to their interests and abilities, mock interviews, and making presentations that demonstrate job skills.
- Help children in underperforming schools acquire the knowledge, skills and behaviors they need to succeed in school, college or career pathways: KAPOW's "Positive Work Habits and Attitudes" lesson helps students understand that "Your Attitude Determines Your Altitude."

73% of all KAPOW students qualify for free or reduced lunch

What are the outcomes of your program/event?

Students will be able to:

- Identify various jobs in the community.
- Identify some basic skills these jobs entail.
- Give specific examples of how work fills needs.
- Recognize the connections between what people learn in school and the work they do.
- Match their own talents and interests with some kind of work.
- Explain how positive work habits and attitudes help them do well in school and contribute to success in the workplace.
- Recognize the importance of each individual's role within a team.
- Recognize specific skills, habits, and attitudes and their importance in real-life work situations.
- Recognize that job opportunities should exist for all people based on their abilities and skills, not their appearance, race, sex, religion or nationality.
- Describe situations in school and work in which good communication skills are needed.
- Identify steps in the decision-making process.
- Describe ways in which their decisions have consequences for themselves and others.

Teachers will

- Receive professional development opportunities, working side-by-side with professionals from the workplace.
- Strengthen their lessons by providing real-life examples of relevance.
- Improve their capacity to bring workplace experiences to their lessons.

Volunteers will

- Help children make connections between classroom work and adult work.
- Develop a greater appreciation for the value of their own work and the work of teachers and schools.
- Have the opportunity to practice and model teamwork, presentation skills, better money habits, and positive work habits.
- Improve their presentation/interpersonal skills.
- Have a direct and profound effect on students, teachers and our educational system.

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

1,001-5,000

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

320

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.	73% of students served qualify for free or reduced lunch, per federal guidelines. Demographic Estimate: 58% White, 12% Hispanic, 20% Black or African American, 10% other
Start Date of Program/Event:	Jul 01, 2019
End Date of Program/Event:	Jun 30, 2020
Does your program/event have a start time/end time?	No
Name of Program/Event Venue:	Kids and the Power of Work (KAPOW)
Address of Program/Event Venue Location:	5532 SW 114TH AVE This is the office address. Programing is throughout Pompano Beach and Broward County. COOPER CITY, FL 33330
Attire of Program/Event (select the one that best applies):	Business Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	<ul style="list-style-type: none"> • "Soft" skills (including decision-making, teamwork, communication and positive work habits) training added to their children's education. • An infusion of relevance in their children's education. • Graduates who are more prepared to enter and succeed in the workforce. • Reinforcement and validation for the teachers in their schools. • A way to connect students, teachers and schools with volunteers, their businesses and organizations, so that we can all contribute to the future of our community - its young people.
Amount Requested:	15000
Are you applying for a second Program/Event?	No
Additional Activities	
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)	Yes
Name of Event:	KAPOW Recognition Dinner and Awards

Description of Event:	This annual event recognizes the 700 volunteers, 130 business and community organizations, and 438 teachers and administrators participating in the program.
Date of Event:	May 21, 2020
Start Time of Event:	05:00 PM
End Time of Event:	08:00 PM
Name of Event Venue:	Miramar Cultural Center
Address of Event Venue Location:	2400 Civic Center Place Miramar, FL 33025
Attire of Program/Event (select the one that best applies)	Business Casual

Additional Information

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

Our program does is better than others because we:

- Have 30 years' experience connecting businesses and schools
 - Recruit and manage 650 community volunteers annually who deliver KAPOW's interactive lessons directly to a class of students during the school/work day. No other program has professionals taking time from work to serve their community and teach/mentor the same set of students for 7 visits and host a work site visit (field trip) to their place of business.
 - Provide simple and easy to follow lesson plans, but allow volunteers and teachers to customize them so they are more fully integrated into each school's curriculum.
 - Give the volunteers and teachers the flexibility to create their own schedule
 - Empower volunteers to openly share their personal success stories, and the challenges they have overcome.
 - Provide students with real life connections by attending an interactive field trip where the students rotate through various departments at a job site and are completely immersed in the experience for 2 ½ to 3 hours out of the school day. The work site visits are not tours, but guided presentations from experts in various departments. The visits have set agendas for the students, are interactive for the students to touch and feel as much as possible and provide a great deal of real-life connections, education and fun.
 - Offer live and conference call trainings, giving volunteers and schools the freedom to choose how want to receive their training.
 - Constantly monitor all our partnerships to ensure every student completes the classroom lessons plus the field trip.
 - Make every volunteer, teacher and school administrator feel like their partnership is important and special. One partner teacher thought hers was "the only school we work with" because of our extensive and ongoing communication and follow up.
 - Provide the best customer service. Partners can call, email or text us any time of day and even nights and weekends and we will respond.
-

Any other information you wish to share?

Letter from Sabine Phillips, Principal, Crystal Lake Middle, Pompano Beach:
"This year, we had a new teacher, Ms. Morgan, take over the KAPOW program, and it really soared! They learned employability skills and made authentic connections between school and the reality of the working world. Students were motivated and loved the activities and field trips associated with KAPOW.

Our school was so fortunate to have wonderful business representatives work with students including Jair Madiera, CEO of Optical City, Orville Taylor, Miami-Dade Fire Fighter - Station 38, and Greg Jones, Recreational Supervisor for the City of Pompano Beach. They were from completely different careers, so our students made connections that have made a significant difference in their lives.

KAPOW has benefited our students and provided our teacher, Ms. Morgan, an opportunity to work side-by-side with professionals who had different strategies to reach our kids. I'm positive that this connection and collaboration increases the likelihood of our students succeeding in middle school, high school and beyond!"
#####

Letter from John Vetter. KAPOW Principal
"The professionals teach REAL skills like why it is important to be nice, ALWAYS. They teach how to calculate interest, why to save money or budget, why area and perimeter are so important or why it is important to dress up (and not down) to name a few. Each of the lessons is done in collaboration with your teachers so that the kids get the most out of each lesson. I have found that each one of the professional volunteers has been great with my kids and with my teachers. The teachers that have worked with KAPOW have been very happy with the results.

Further, the year culminates with the children going to the business or organization on a field trip and spending the day with them (we pay for the bus only). My kids have held a million dollars in their hands in the vault of the bank (I have the picture to prove it), they have been in the air controller's tower at the airport, they have been inside the SWAT vehicles, been on top of a dump truck and front end loader and many other AWESOME experiences.

I don't know if it is right for your school, but it has been right for mine regardless of the types of children. They all love the experiences and the lessons."

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?	FY 2019, Community Development Block Grant
--	--

What was the name of program/event funded?	Kids and the Power of Work (KAPOW)
--	------------------------------------

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

Requested Budget Information

What is the total value your nonprofit is applying for?	15000
---	-------

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/3276970/72077528/494013925/72077528_learning_for_success_-_itemized_budget.pdf
--	---

W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/494013925/72077535_learning_for_success_2018_w-9_.pdf
----	---

IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/494013925/72077552_learning_for_success-irs_letter.pdf
------------	---

List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/494013925/72077556_learning_for_success_board_of_directors.pdf
----------------------------	---

Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/494013925/72077558_learning_for_success-articles_of_incorporation.pdf
---------------------------	---

Charity/Organization Contact

Name	John Casbarro
Title	President
Email	jasbarro@aol.com
Phone Number	(786) 877-0334
Address	5532 SW 114TH AVE COOPER CITY, FL 33330



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248452924
July 03, 2008 LTR 4168C E0
71-0891789 000000 00 000
00023020
BODC: TE

LEARNING FOR SUCCESS INC
% JOHN CASBARRO
5532 SW 114TH AVE
COOPER CITY FL 33330-4564324

003029

Employer Identification Number: 71-0891789
Person to Contact: Maggie Webster
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of June 24, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in October 2002, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

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.

Learning for Success, Inc

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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.

5532 SW 114th Ave.

6 City, state, and ZIP code

Cooper City, FL 33330

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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

7	1	-	0	8	9	1	7	8	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

John Contano

Date ►

3-1-19

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
LEARNING FOR SUCCESS, INCORPORATED

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves to form a corporation not for profit under Chapter 617 of the Florida Statutes.

ARTICLE I
NAME

The name of this corporation ("Corporation") is

Learning For Success, Incorporated.

ARTICLE II
PURPOSES

The purposes for which the Corporation is organized are:

To receive and maintain personal or real property, or both: and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for educational and other charitable purposes, including;

To identify the continuing educational needs of individuals not presently served by existing educational methodologies and those that educate them, including educational professionals;

To provide students, teachers, administrators, and other persons involved in the education of individuals, with continuing educational information and services;

To provide educational services and materials for students, teachers, administrators, and other persons involved in the education of individuals:

To develop relationships between businesses and other organizations, and schools, to assist students in understanding how to best utilize what they are learning: And provide teachers with tools which provide students with a purpose and context for what they are taught:

To provide school administrators with the means to connect their schools to the community and the workplace: and

To otherwise engage in educational/charitable activities as defined in Section 501(c)(3) of the Internal Revenue Code.

FILED
02 JUN 21 AM 11:59
SECRETARY OF STATE
TALLAHASSEE FLORIDA

These purposes may be effectuated either directly, or by contributions to, or activities undertaken in cooperation with, other organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended;¹

The purposes for which this Corporation is organized are exclusively charitable and educational within the meaning of Section 501(c)(3) of the Code: and, notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Code Section 501(c)(3), contributions to which are deductible for federal income, gift and estate tax purposes. This Corporation is a not-for-profit corporation organized pursuant to the Florida Not For Profit Act.

In furtherance of the foregoing, the Corporation shall be authorized:

(a) To receive assistance, money (as grants or otherwise), real or personal property and any other form of contributions, gift, bequest or devise from any person, firm or corporation, to be utilized in the furtherance of the objects and purposes of this Corporation; to enter into agreements or contracts for contributions to the Corporation for its objects and purposes, provided however, that gifts shall be subject to acceptance by the board of directors as required by the bylaws.

(b) To establish an office and employ such assistance and clerical force as may be necessary and proper in the judgment of the board of directors, and pay reasonable compensation for the services of such persons.

(c) To distribute, in the manner, form and method, and by the means determined by the board of directors of this Corporation, any and all forms of contributions received by it in carrying out the programs of the Corporation in the furtherance of its stated purposes. Money and real or personal property contributed to the Corporation in the furtherance of these objects and purposes are and shall continue to be impressed with a trust for such purposes.

(d) To invest and reinvest surplus funds in such securities and properties as the board of directors may from time to time determine.

(e) To purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge, loan or otherwise dispose of and deal in any bonds, securities, evidence of indebtedness or other personal property, as well as to purchase, acquire, own, hold, sell, transfer, mortgage, or otherwise dispose of and deal in real estate; and, as the owner of any such real or personal property, to exercise all the rights, powers and privileges of ownership.

(f) To contract and be contracted with, and to sue and be sued.

¹Unless otherwise noted, all references are to the Internal Revenue Code of 1986, as amended, Title 26 of the United States Code, including corresponding provisions of any subsequent federal tax laws and the regulations promulgated thereunder as they now exist or as they may hereafter be amended.

(g) To adopt and use a corporation seal containing the words "corporation not for profit", if desired and deemed necessary: but, this shall not be compulsory unless required by law.

(h) To do all acts and things requisite, necessary, proper and desirable to carry out and further the objects for which this Corporation is formed; and, in general, to have all the rights, privileges and immunities, and enjoy all the benefits of the laws of the State of Florida applicable to corporations of this character, including but not limited to the powers described in Section 617.0302 of the Florida Statutes.

(i) All of the above and foregoing are to be construed both as objects and powers, and it is expressly provided that the specific objects and powers enumerated herein shall not be held to limit or restrict in any manner the general powers of the Corporation.

(j) Each and all of the objects, purposes and powers of the Corporation, however, shall be exercised, construed and limited in their application to accomplish the purposes for which this Corporation is formed.

ARTICLE III MEMBERSHIP

The Corporation shall have members, with eligibility for membership being determined in accordance with the Corporation's Bylaws. The Corporation's initial member shall be John Casbarro.

ARTICLE IV TERM OF EXISTENCE

This Corporation shall have perpetual existence, unless dissolved according to law.

ARTICLE V INCORPORATOR

The name and address of the incorporator is Melvin C. Morgenstern, Bank Of America Tower, 100 S.E. 2nd Street, 28th Floor, Miami, Florida 33131.

ARTICLE VI OFFICERS

The names of the officers who are to serve until the first election of officers as provided under these Articles of Incorporation and the Bylaws of the Corporation are:

President	John Casbarro
	5532 S.W. 114th Ave.
	Cooper City, FL 33330

ARTICLE VIII
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation is Bank of America Tower, 100 S.E. 2nd Street 28th Floor, Miami, Florida 33131, and the initial registered agent of the Corporation at that address is Melvin C. Morgenstern.

ARTICLE IX
DIRECTORS' AND OFFICERS'
COMPENSATION AND INDEMNIFICATION

A. Compensation. A director of the Corporation shall not receive compensation, directly or indirectly, for services as a director. An officer of the Corporation shall not receive compensation, directly or indirectly, for services as an officer unless employed by the board of directors as: (i) a member of the administrative staff of the Corporation, or (ii) for compensable services rendered in other capacities. These prohibitions shall not preclude reimbursement of a director, officer, or duly appointed committee member for expenses or advances made for the Corporation that are reasonable in character and amount not for compensable services rendered in other capacities and approved for payment in the manner provided by the bylaws.

B. Indemnification. Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed in connection with any proceeding or any settlement of any proceeding to which a director or officer may be a party or may become involved by reason of being or having been a director or officer of the Corporation, whether or not a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or willful malfeasance in the performance of duties; provided that in the event of a settlement before entry of judgment, the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Appropriate liability insurance shall be provided for every officer, director and agent of the Corporation in amounts determined from time to time by the board.

C. Interest of Directors and Officers in Contracts. Any contract, whether for compensation or otherwise, or other transactions between the Corporation and one or more of its directors or officers, or between the Corporation and any firm of which one or more of its directors or officers are stockholders or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its directors or officers are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors, officer or officers, at the meeting of the board of directors of the Corporation which acts upon or in reference to such contract or transaction and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known in writing to the board of directors and the board of directors shall, nevertheless, authorize, approve and ratify such contract or transaction by vote of majority of the directors present, such interested director or directors, officer or officers to be counted in determining whether a quorum is present but not be counted in calculating the majority of such quorum necessary

to carry such vote. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE X
NONPROPRIETARY LIMITATIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, the members, directors, or officers of the Corporation, or to any other private person; nor shall the Corporation's assets or earnings be expended for the benefit of anyone other than a recipient of funds for charitable, educational and literary purposes; it being intended that all such earnings and assets shall be used and expended solely for the purposes stated in Section 501(c)(3) of the Internal Revenue Code. The Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the Corporation and to make payments and distributions in furtherance of the purposes as set forth herein.

No substantial part of the activities of the Corporation shall be the 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) any political campaign on behalf of any candidate for public office.

In the event that the Corporation can be characterized in any fiscal year(s) as a private foundation within the meaning of Section 509, the Corporation, during the fiscal year(s) of such characterization:

Shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942;

Shall not engage in any act of self-dealing as defined in Section 4941(d);

Shall not retain any excess business holdings as defined in Section 4943(c);

Shall not make any investments in such manner as to subject it to tax under Section 4944; and

Shall not make any taxable expenditures as defined in Section 4945(d).

Notwithstanding any other provision of these Articles, this Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ARTICLE XI

DISPOSITION OF ASSETS

All the property of this Corporation is and shall be irrevocably dedicated to charitable or educational purposes. In the event of the dissolution of the Corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation by transferring such assets to such organizations which are exempt under Section 501(c)(3) and are engaged in activities of the type described in Article II above, as the board of directors shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court 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 XII
BYLAW
AMENDMENTS

The power to adopt, alter, amend or repeal the Bylaws of the Corporation shall be vested in the directors in accordance with the provisions of the Bylaws.

ARTICLE XIII
PRINCIPAL MAILING ADDRESS

The principal mailing address of the Corporation is 5532 S.W. 114th Ave., Cooper City, FL 33330

IN WITNESS WHEREOF, the undersigned Incorporator of the Corporation has executed these Articles of Incorporation, this 2 day of June, 2002.



Melvin C. Morgenstern

Learning for Success Board of Directors 2019

President

John Casbarro
President
Learning for Success, Inc.
5532 SW 114th Ave.
Cooper City, FL 33330

Vice President

Susan Casbarro
Teacher
Broward County Public Schools
5532 SW 114th Ave.
Cooper City, Fl. 33330

Secretary

Mary Johnson
Social Worker
Broward County Public Schools
9135 S. Orchard Rd. South
Davie, FL 33328

Treasurer

Peter Thomas Smith, Esq.
Program Manager, Colombia & Brazil Desk Officer
Department of Homeland Security
U.S. Customs and Border Protection
216 W. Madison St.
Baltimore, MD 21201

Member

Ross Trager
Accountant
Lerro & Chandros, PLLC
1499 W. Palmetto Park Rd Ste 107
Boca Raton, FL. 33486

	Total Amounts	Grant amount requested	LFS
		City of Pompano Beach	Match
EXPENSES			
Program Administrator	4,800	2,400	2,400
Program Materials	4,000	2,500	1,500
- Web Site Resources and Materials			
- Student folders			
- Curriculum books			
- Program training and worksite manuals			
Meetings, Workshops, Recognition Events	3,200	1,200	2,000
Program Management	9,600	4,500	5,100
- New Curriculum Development			
- Orientation meetings			
- Volunteer Recruitment			
- Volunteer training			
- Teacher orientation and teambuilding sessions			
- Planning support			
- On-going telephone monitoring, troubleshooting			
- Participant Recognition			
Fees/Professional Services	1,600	800	800
- Program Licensing fee			
- Accounting			
- State of Florida Registration, Fees			
Program Evaluation	4,800	1,700	3,100
- Assessment of worksite visits			
- Assessment of classroom lessons			
Office Expenses	3,600	1,100	2,500
Telephone/Internet	1,900	800	1,100
Total Cash	33,500	15,000	18,500
In-Kind: Business and Community Partners' time, materials and facilities	26,500		26,500
TOTAL CASH AND IN-KIND	\$60,000	\$15,000	\$45,000

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 Learning for Success, Incorporated (name of the non-profit organization) for Kids and the Power of Work (KAPOW) (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.

EXCESS LIABILITY

Per Occurrence Aggregate

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

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

(3) If Professional Liability insurance is required, 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)

12/18/2018

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

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

PRODUCER FULTON AGENCY INC 1301 E Oakland Park Blvd Oakland Park, FL 33334	CONTACT NAME: CAROL WIGGIN PHONE (A/C No. Ext): (954)776-9015 FAX (A/C, No): (954)318-7474 E-MAIL ADDRESS: carol@fultonagency.com
INSURED LEARNING FOR SUCCESS, INC 5532 SW 114 AVE COOPER CITY, FL 33330	INSURER(S) AFFORDING COVERAGE INSURER A: R L I INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BOP1033150	10/2/2018	10/2/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER INCLUDED AS ADDITIONAL INSURED**APPROVED**

By Danielle Thorpe at 11:19 am, Sep 09, 2019

CERTIFICATE HOLDER**CANCELLATION****CITY OF POMPANO BEACH****100 WEST ATLANTIC BLVD, #220**
POMPANO BEACH, FL 33060

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 REPRES

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number/Florida Code No. **Effective Date**
4443-40-74-18/09245 06-17-19

[X]PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY
[X]BODILY INJURY LIABILITY

Named Insured: John Casbarro
Susan Nanna Casbarro

Year	Make	Model	Vehicle ID No.
2017	HONDA	CIVIC EX	SHHFK7H58HU225839

Phone Number: **1-800-841-3000**

Not valid more than one year from effective date.

Policy Number/Florida Code No. **Effective Date**
4443-40-74-18/09245 06-17-19

[X]PERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY
[X]BODILY INJURY LIABILITY

Named Insured: John Casbarro
Susan Nanna Casbarro

Year	Make	Model	Vehicle ID No.
2017	HONDA	CIVIC EX	SHHFK7H58HU225839

Phone Number: **1-800-841-3000**

Not valid more than one year from effective date.

Important Information

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Due to space limitations on the ID card, only the Named Insured and the Co-insured are listed. For a full list of drivers covered under this policy, please log onto geico.com or reference the Drivers section of your Declarations Page, which is included with your insurance packet.

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card.

If you would like additional ID cards, you can go online to **geico.com** or call us at **1-800-841-3000**.

JOHN CASBARRO AND SUSAN N
CASBARRO
5532 SW 114TH AVE
COOPER CITY FL 33330-4564

APPROVED *D Thorpe*
By Danielle Thorpe at 11:20 am, Sep 09, 2019

VOID

VOID

VOID

VOID

What to do at the time of an accident.

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling **1-800-841-3000** or visit **geico.com** to report the accident.

Need a tow or roadside assistance?

Call **1-800-424-3426** to reach GEICO's **Emergency Road Service (ERS)**.

Coverage, including collision, may extend to rental vehicles that qualify as temporary substitutes or non-owned autos in your policy.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR
U-4-FL (04-14)

What to do at the time of an accident.

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling **1-800-841-3000** or visit **geico.com** to report the accident.

Need a tow or roadside assistance?

Call **1-800-424-3426** to reach GEICO's **Emergency Road Service (ERS)**.

Coverage, including collision, may extend to rental vehicles that qualify as temporary substitutes or non-owned autos in your policy.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR
U-4-FL (04-14)

9/5/2019

Learning For Success, Incorporated
5532 SW 114th Ave.
Cooper City, FL 33330

APPROVED

Thorpe
By Danielle Thorpe at 11:21 am, Sep 09, 2019

Dear Mr. John Casbarro:

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

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

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

Sincerely,

Erjeta Diamanti

Erjeta Diamanti
Budget Office

Learning For Success, Incorporated has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. **Learning For Success, Incorporated** agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

John Casbarro

Signature

9-5-19

Date

John Casbarro / President

Name and Title (print)