

# APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach (“City”) and BROWARD PERFORMING ARTS FOUNDATION, INC. a Not For Profit Corporation authorized to do business in the State of Florida (“Recipient”).

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2020-21 (October 1st through September 30th), the sum of \$15,000 to Recipient, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description” (collectively the “Work”) attached hereto and incorporated herein by reference, for the period beginning upon full execution by the parties and ending September 30, 2021; and

**WHEREAS**, the City Commission finds that entering into this Contract serves a valid public purpose as Recipients shall perform or provide a service that is beneficial to the residents of the City, and that the City is currently not in a position to provide such services on its own; and

**WHEREAS**, it is in the best interest of the City to enter into this contract with Recipient to provide the Work hereunder 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 set forth below.

1. *Contract Documents.* This Contract consists of Exhibit A, “Recipients Requirements, Contractual Responsibilities and Program Description”; Exhibit B, “Payment Schedule”; and Exhibit C, “Insurance Requirements” attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.
2. *Term of Contract.* This Contract shall commence upon full execution by both parties and end on September 30, 2021.
3. *Renewal.* This Contract is not subject to renewal.
4. *City’s Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.
5. *Payment of Program.* City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit B.
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 whose 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 the City Manager or his/her written designee and Recipient's Contract Administrator shall be Christi Rice or his/her written designee.

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 representative(s) 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:** Christi Rice  
Grants Manager  
201 SW Fifth Avenue  
Fort Lauderdale, FL 33312  
Office: (954) 414-6919  
Email: crice@browardcenter.org

**If to City:** 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 items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by 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 use and/or distribution as City deems appropriate provided City has compensated Recipient in accordance with the terms set forth herein. 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, Recipient shall promptly provide City's Contract Administrator copies of all of the above Work documents upon written request. 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 paragraph shall survive termination or expiration of this Contract.

To the extent it is necessary for Recipient to perform the Work, 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 the City fails for any reason to appropriate funds for this Contract, it 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 City's 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 nature 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. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

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 Work under 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 Paragraph 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 its agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

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 Paragraph, 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* in accordance with the provisions of Paragraph 26 below.

15. *Performance Under Law.* Recipient, in performance of its duties under this 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.* Recipient shall permit authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, related to the Work being funded by this Contract until three (3) years after City's final payment under this Contract. Recipient agrees that such inspections and audits may include City's authorized representatives auditing Recipient's financial affairs at any time with no advance notice by City.

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall, until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

In the event Recipient receives fifty thousand dollars (\$50,000.00) or more from the City, the City reserves the right to request a copy of a Grant Auditing Report conducted in accordance with the Government Auditing Standards issued by the United States Comptroller General and the provisions of OMB Circular A-133 issued by the Office of Management and Budget, Executive Office of the President. 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 City's written 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 Contractor.* Recipient shall be deemed an independent contractor for all purposes, and employees of Recipient and all its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the City. As such, the employees of 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 Recipient and City.

19. *Mutual cooperation.* Recipient recognizes its performance of Work hereunder is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and the public and shall actively foster a public image of mutual benefit to both parties. 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 Recipient does not transfer the records to the City.

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

21. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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 Payment Schedule set forth in Exhibit B 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 Paragraph 7 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.

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

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**“RECIPIENT”**

BROWARD PERFORMING ARTS FOUNDATION, INC.

(Print or type name of company here)

Witnesses:

Betsy Weisman  
Betsy Weisman

(Print or Type Name)

Chantal Manno

Chantal Manno  
(Print or Type Name)

By: Lisa Kitei

Print Name: LISA KITEI

Title: PRESIDENT

Business License No. 59-2657043

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 14<sup>th</sup> day of December, 2020, by LISA KITEI as PRESIDENT of BROWARD PERFORMING ARTS FOUNDATION, INC., a Florida non for profit corporation. She is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY’S SEAL:



Virginia Drake  
NOTARY PUBLIC, STATE OF FLORIDA

Virginia Drake  
(Name of Acknowledger Typed, Printed or Stamped)

800 306548  
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. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing - (written justification and approval needed based on programming)

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

2) RECIPIENT agrees to provide the City Manager’s Office or designee with a quarterly

narrative 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 (January/February/March) – April 1st  
2nd Quarterly Narrative & Financial Report (April/May/June) – July 1st  
3rd 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.

- 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: BROWARD PERFORMING ARTS FOUNDATION, INC.

Program funded: Student Enrichment in the Arts

Amount funded: \$15,000

Program description: All SEAS presentations are directly aligned with Florida state standards and classroom curriculum, with an emphasis on literacy. The Fall 2020 schedule will include high-quality virtual performances that reinforce reading, math and science skills, bring historical events to life and immerse students in the art forms and traditions of different cultures. Teachers will register through the school district's CANVAS platform and receive a link to stream the video performance for an unlimited number of students, a Study Guide, and a pre-recorded SEAS Plus workshop that builds on educational content from the performance through interactive, arts-based activities. Afterwards, teachers will lead students in discussions to apply what they saw in the performance to real-world math, science and reading situations. The Spring 2021 lineup currently includes 47 live performances at Broward Center or Parker Playhouse but will transition to a virtual format if needed due to the COVID-19 pandemic.

Form Name:	City of Pompano Beach 2020-2021 Nonprofit Sponsorship Application
Submission Time:	August 24, 2020 5:45 pm
Browser:	Chrome 84.0.4147.135 / Windows
IP Address:	73.46.3.170
Unique ID:	651732301
Location:	26.706300735474, -80.20719909668

## About Your Organization

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**Which Fiscal Year Is Your Organization Applying For?** 2020-2021

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**Full Name of Nonprofit:** Broward Performing Arts Foundation, Inc.

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**Mission of Nonprofit:** The Broward Center for the Performing Arts builds community through the arts by delivering quality entertainment, educational opportunities and memorable moments that engage and inspire audiences, nurture collaboration and drive economic vitality.

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**Brief Overview of Nonprofit:** Since opening its doors in 1991, the Broward Center for the Performing Arts (Broward Center) has been one of Broward County's most valuable assets, annually presenting more than 600 artistic and cultural events to more than 700,000 visitors each year and producing an annual financial impact of more than \$130 million for the local economy. In partnership with the School Board of Broward County, the Broward Center also has the largest free arts-in-education program in the country, the award-winning Student Enrichment in the Arts (SEAS) program, through which more than 3.3 million students have attended and participated in educational and cultural performances free of charge. A leader in providing equal access to the arts for persons with disabilities, the Broward Center was the first performing arts center in Florida to offer Audio Description for blind or low-vision patrons to hear narration of performances and was the first in Broward to introduce sensory-friendly performances for individuals with developmental disabilities.

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**Nonprofit Website:** [www.browardcenter.org](http://www.browardcenter.org)

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**Which Funding Priority Does Your Nonprofit Qualify For:** Education

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**Type of Organization - select the one that best applies:** Arts & Culture

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

The Broward Center will utilize City of Pompano Beach funding to support the Student Enrichment in the Arts (SEAS) program, which is projected to serve a minimum of 3,000 K-12 students residing in Pompano Beach through virtual and/or in-person activities during the 2020-2021 school year. Now in its 30th year, the SEAS program provides cultural arts enrichment activities for K-12 students in Broward Public Schools, including those with special needs, in both the classroom and the theater in order to increase their potential for academic success. The 2021 school year will also include an enhanced focus on presenting artists of color and shows that promote themes of diversity, equity and inclusion. Students will have the opportunity to experience high-quality, professional performances (either live or virtual) that reinforce reading, math and science skills, bring historical events to life and immerse students in the music, dance and traditions of different cultures. Select titles will also include 40-minute SEAS Plus workshops led by teaching artists that build on educational content from the performance through interactive, arts-based activities. Confirmed shows to date include HAMILTON, Ronald K. Brown's EVIDENCE: A Dance Company, I Have a Dream, Ragtime, Rapunzel, Curious George: The Golden Meatball, JazzSLAM, Traditions of Chinese Acrobatics, StepAfrika, A Midsummer Night's Dream, Little Monster Tales, Numbers Don't Lie, A Christmas Carol, World Turned Upside Down - Music and Stories of the American Revolution, Aesop Bops, and Cirque de la Symphonie. "Sensory-friendly" versions of several shows and corresponding activities will also be offered to ensure students with autism or other developmental disabilities have the same opportunities as their peers. Afterward, teachers will review the performance and lead students in discussions and projects that assess and reinforce their understanding of the material, including exercises in applying what was experienced in the theater to real-world math, science and reading situations. All SEAS lessons and presentations are School Board-approved and directly aligned with Florida state standards, literacy and curriculum goals, and the Broward Center provides a standards-aligned study guide for every show. Due to the COVID-19 pandemic, the fall semester (October - December 2020) of the SEAS program will be entirely virtual. Spring programming (January - April 2021) is currently scheduled to take place in-person at the Broward Center and Parker Playhouse but will be able to transition to a virtual format as needed, pending details of the evolving COVID-19 situation and at the discretion of the School Board of Broward County.

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

The Broward Center's SEAS program fits the City of Pompano Beach's funding interests by utilizing theatrical performances and corresponding curriculum-based activities to help students, particularly those who attend Title-I or under-performing schools, acquire the knowledge, skills and self-confidence they need to be successful in school and in life. The City of Pompano Beach's funding has helped the SEAS program serve more than 24,000 students residing in the City of Pompano Beach in just the last few years, including classes from Blanche Ely High School, Charles Drew Elementary, Charles Drew Family Resource Center, Cresthaven Elementary, Cross Creek School, Cypress Elementary, Robert C. Markham Elementary, McNab Elementary, Norcrest Elementary, Palmview Elementary, Park Ridge Elementary, Pompano Beach Elementary, Pompano Beach High School, Pompano Beach Middle, Sanders Park Elementary and Tedder Elementary School. Additionally, the SEAS program provides Pompano Beach teachers with the opportunity to use the arts as a tool to complement their lesson plans, helping them make the connection between theater performances and engaged learning classroom activities.

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**Statement of Need:**

Numerous studies conducted by the National Endowment for the Arts and other agencies over the last decade have shown that students who have access to the arts in or out of school are more engaged in life and tend to have better academic results, lower dropout rates, better workforce opportunities and more civic engagement. Students with access to the arts have historically earned higher GPAs and SAT scores and are three times more likely than students who lacked those experiences to earn a bachelor's degree. According to research conducted by Americans for the Arts, a student who is engaged in the arts is four times as likely to be recognized for academic achievement, four times as likely to participate in a math or science fair, three times more likely to win an award for school attendance and three times as likely to be elected to class office. The SEAS program traditionally brings more than 25,000 public school students each year to see educational and cultural performances at the Broward Center and Parker Playhouse free-of-charge. By connecting the performing arts directly with classroom curriculum, the innovative SEAS helps bring reading, math, science and history alive and engages students of all ages and abilities with arts-based learning techniques that will help them be successful in school and in life. Additionally, the SEAS program primarily serves Title I schools, with the goal of ensuring that as many students as possible have access to the arts regardless of socioeconomic status. In the wake of the COVID-19 pandemic, the educational and inspirational power of the arts will be more important than ever, as has been seen after globally disruptive events throughout history. The Broward Center's arts-in-education programs delivered both in-person and online will be instrumental in helping thousands of Pompano Beach children connect with each other, express themselves, process stress and trauma, and stay engaged in creative learning activities that will help them stay on track with curriculum goals.

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**Include a Description of the Geographic Area You Serve:**

Each year the Broward Center serves more than 130,000 students from all areas of Broward County. During the 2019-2020 school year, the Broward Center served K-12 students residing in the City of Pompano Beach representing the following schools: Blanche Ely High School, Charles Drew Family Resource Center, Charles Drew Elementary, Cresthaven Elementary, Cross Creek School, Cypress Elementary, Dave Thomas Education Center, Robert C. Markham Elementary, McNab Elementary, Norcrest Elementary, Palmview Elementary, Park Ridge Elementary, Pompano Beach Elementary, Pompano Beach High School, Pompano Beach Middle School, Sanders Park Elementary and Tedder Elementary School. It is anticipated that, due to the transition to virtual programming, the 2020-2021 SEAS program will have an even greater reach and impact significantly more students.

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**Does Your Organization Receive Matching Funds?**

Yes

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**Please indicate one or more matching gift options below:**

One or more donors will match the City's contribution for the proposed program/event in this application.

One or more donors match general contributions to our organization.

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**Matching Gift Documentation Supporting Your City of Pompano Beach Event/Program**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/89621669/651732301/89621669\\_broward\\_performing\\_arts\\_foundation\\_matching\\_gift\\_copb\\_program.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/89621669/651732301/89621669_broward_performing_arts_foundation_matching_gift_copb_program.pdf)

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**Matching Gift Documentation Supporting Your Organization**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/89621675/651732301/89621675\\_broward\\_performing\\_arts\\_foundation\\_matching\\_gift\\_for\\_nonprofit.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/89621675/651732301/89621675_broward_performing_arts_foundation_matching_gift_for_nonprofit.pdf)

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## About Your Board of Directors

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**Board Disabled**

1

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**Board Minorities**

3

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**Board Seniors**

24

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**Total Board Members**

42

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## Program/Event Information #1

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**Will your organization be hosting an event on City property?**

No

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

Program

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**Program/Event Name**

Student Enrichment in the Arts

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**Type of Program/Event**

Nonprofit Program/Seminar/Workshop

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**Describe the program/event succinctly:**

All SEAS presentations are directly aligned with Florida state standards and classroom curriculum, with an emphasis on literacy. The Fall 2020 schedule will include high-quality virtual performances that reinforce reading, math and science skills, bring historical events to life and immerse students in the art forms and traditions of different cultures. Teachers will register through the school district's CANVAS platform and receive a link to stream the video performance for an unlimited number of students, a Study Guide, and a pre-recorded SEAS Plus workshop that builds on educational content from the performance through interactive, arts-based activities. Afterwards, teachers will lead students in discussions to apply what they saw in the performance to real-world math, science and reading situations. The Spring 2021 lineup currently includes 47 live performances at Broward Center or Parker Playhouse but will transition to a virtual format if needed due to the COVID-19 pandemic.

---

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

The SEAS program combines the forces of the Broward Center, Broward Public Schools and local and international professional artists to support school curriculum and academic learning through the arts. The City of Pompano Beach's funding will assist the Broward Center in providing this arts-integrated, participatory learning experience for a minimum of 3,000 K-12 students from Pompano Beach in order to educate, engage and inspire them to reach their highest academic potential while at the same time fostering self-confidence, creativity and appreciation for the arts. Each performance is directly aligned with Florida state standards and includes a Study Guide with curriculum connections for the appropriate grade levels. These performing arts experiences are designed to actively engage students both visually and intellectually, providing an environment where learning takes place in the most effective way.

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**What are the outcomes of your program/event?**

The SEAS program will provide a minimum of 25,000 Broward public school students during the 2021 school year, including a minimum of 3,000 students from the City of Pompano Beach, with quality educational programming that integrates the arts with classroom curriculum. SEAS will also provide Pompano Beach teachers with the opportunity to use the arts as a tool to complement their lesson plans, helping them make the connection between artistic performances and arts-integrated classroom activities. Program outcomes correlate with findings from the National Art Education Association that show:

\*Arts education strengthens student problem-solving skills, adding to overall academic achievement including higher attendance and graduation rates.

\*Students involved in arts education develop important values including a positive work ethic, team-building skills, respect for alternative points of view and appreciation for different cultures and traditions.

\*Teachers incorporating the arts in their lesson plans enjoy greater job satisfaction, are more interested in their work and are more likely to be innovative and pursue personal development experiences.

The Broward Center works closely with school district administrators, curriculum specialists and teachers to develop and implement appropriate evaluation methods, which are modeled after the Kennedy Center standard. Measurement tools include attendance records, pre- and post-performance assessments and post-program teacher surveys that request a narrative on how the performance was integrated within the classroom curriculum. The SEAS brochure, published by the Broward Center, sets forth in advance the Florida Standards core curriculum areas that correspond with each performance.

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**Estimated # of Attendees at the Program/Event (select the one that best applies)** 10,001+

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**Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:** 3000

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**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.**

During the 2020-2021 school year, the Broward Center's SEAS program will serve a minimum of 25,000 kindergarten through 12th grade students in Broward County Public Schools (BCPS). BCPS is the 6th largest school district in the nation and the 2nd largest school district in the state of Florida, with more than 267,000 students that come from 170 different countries and speak 147 different languages. More than 37,000 students (13.9%) with special needs are served through Exceptional Student Education (ESE.) BCPS enrollment is represented by the following demographics: 51.5% White, 40.2% Black, 3.9% Asian, 0.6% Native American or Native Alaskan, 0.2% Native Hawaiian or Pacific Islander and 3.7% multi-racial; 35.6% are ethnically Hispanic. More than 65% of BCPS students qualify for the free- or reduced-lunch program. 100% of the Pompano Beach elementary and middle schools served by the SEAS program are Title-I schools, where the majority of students come from low-to-moderate income families.

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**Start Date of Program/Event:** Oct 01, 2020

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**End Date of Program/Event:** May 31, 2021

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**Does your program/event have a start time/end time?** No

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**Name of Program/Event Venue:** Broward Center for the Performing Arts

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**Address of Program/Event Venue Location:** 201 SW Fifth Avenue  
Fort Lauderdale, FL 33312

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

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**List any Benefits or Amenities the City of Pompano Beach Receives:** The City of Pompano Beach will be recognized on all SEAS program materials and marketing collateral.

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**Amount Requested:** 15000

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**Are you applying for a second Program/Event?** No

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**Additional Activities**

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**Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)**

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No

## **Additional Information**

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

Promoting education has always been one of the Broward Center's core values and an integral part of the organization's mission since 1991. One of the most unique components of the SEAS program is that it is available to all Broward public school students and teachers at no cost, helping to ensure that a greater segment of the community has access to the arts regardless of socio-economic status. To date, more than 3.3 million students have attended and participated in educational and cultural performances at the Broward Center and its affiliated venues free of charge, making SEAS the largest free arts-in education program in the country. SEAS has been recognized with the National Award for Outstanding Arts in Education Programming from the John F. Kennedy Center Alliance for the Arts Educational Network and National School Board Association and the Magna Award from the American School Board Journal, deeming it a national model for arts-in-education. The Broward Center has also served as a Partner in Education with the John F. Kennedy Center for the Performing Arts for more than 25 years and has been an instrumental partner over the last five years in the launch and expansion of the national Turnaround Arts program in Broward, helping to bring high-quality arts-in-education initiatives to the lowest-performing elementary schools in Broward County. In 2017, the Broward Center introduced the first sensory-friendly performances in Broward County for students with special needs, which have served more than 5,000 individuals to date. In 2019, the University of Miami-Nova Southeastern University Center for Autism & Related Disabilities (UM-NSU CARD) presented the Broward Center with the "Autism Friendly Partner Award" in recognition of its outstanding commitment to creating an inclusive environment for individuals with developmental disabilities.

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**Any other information you wish to share?**

The arts and culture sector has been devastated by the COVID-19 pandemic. Organizations like the Broward Center were the first to close in March 2020 and will be among the last to re-open, due to our very nature as a place of community gathering. Without ticket sales, we have lost more than 90% of our revenue for the foreseeable future and have had to implement drastic cost-cutting measures. At the same time, we stand firm in our commitment to education and have worked to harness our resources to continue serving the community as best as we can under these difficult circumstances. Since the pandemic started we have introduced "BrowardCenter @Home," an online platform to share content with our audiences; developed and administered virtual programs for Broward Public Schools to use in their transition to online learning last spring; offered four sessions of virtual Summer Theater Camps; developed interactive online experience for special-needs audiences in partnership with UM-NSU Center for Autism and Related Disabilities; and have created numerous performances opportunities for local artists to showcase their work through our online channels. We have worked closely with Broward Public Schools to evaluate the ongoing COVID-19 situation and adjust our SEAS programming as needed to safely meet the needs of students and teachers during the upcoming school year. Support from partners such as the City of Pompano Beach will be more critical than ever to ensure the Broward Center can continue providing high-quality educational and cultural experiences for students during the 2020-2021 school year, as it has for the last 30 years.

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**City of Pompano Beach Funding History**

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

Yes

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**If yes, when was the most recent year?**

2020

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**What was the name of program/event funded?**

Student Enrichment in the Arts

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

15000

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**Requested Budget Information**

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

15000

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

Yes

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**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  
Most Recent 990 Form = Yes

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**Upload your documents: All items are mandatory.**

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**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/3276970/72077528/651732301/72077528\\_broward\\_performing\\_arts\\_foundation\\_itemized\\_budget.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/651732301/72077528_broward_performing_arts_foundation_itemized_budget.pdf)

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**W9**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/651732301/72077535\\_broward\\_performing\\_arts\\_foundation\\_2018\\_w9.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/651732301/72077535_broward_performing_arts_foundation_2018_w9.pdf)

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**IRS Letter**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/651732301/72077552\\_broward\\_performing\\_arts\\_foundation\\_irs\\_letter.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/651732301/72077552_broward_performing_arts_foundation_irs_letter.pdf)

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**List of Board of Directors**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/651732301/72077556\\_broward\\_performing\\_arts\\_foundation\\_board\\_of\\_directors.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/651732301/72077556_broward_performing_arts_foundation_board_of_directors.pdf)

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**Articles of Incorporation**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/651732301/72077558\\_broward\\_performing\\_arts\\_foundation\\_articles\\_of\\_incorporation.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/651732301/72077558_broward_performing_arts_foundation_articles_of_incorporation.pdf)

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**Most Recent 990 Form**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/90960095/651732301/90960095\\_broward\\_performing\\_arts\\_foundation\\_990\\_form.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/90960095/651732301/90960095_broward_performing_arts_foundation_990_form.pdf)

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**Charity/Organization Contact**

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**Name**

Christi Rice

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**Title**

Grants Manager

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**Email**

crice@browardcenter.org

---

**Phone Number**

(954) 414-6919

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**Mailing Address (If awarded, your payment will be mailed to this address)**

201 SW Fifth Avenue  
Fort Lauderdale, FL 33312

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Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248205661  
Aug. 04, 2017 LTR 4168C 0  
59-2657043 000000 00

00017556  
BODC: TE

BROWARD PERFORMING ARTS FOUNDATION  
INC  
% LISA KITEI  
201 SW 5TH AVE  
FT LAUDERDALE FL 33312

009071

Employer ID Number: 59-2657043  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 26, 2017, regarding your tax-exempt status.

We issued you a determination letter in May 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248205661

Aug. 04, 2017 LTR 4168C 0

59-2657043 000000 00

00017557

BROWARD PERFORMING ARTS FOUNDATION  
INC  
% LISA KITEI  
201 SW 5TH AVE  
FT LAUDERDALE FL 33312

Sincerely yours,



Kim A. Billups, Operations Manager  
Accounts Management Operations 1

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Broward Performing Arts Foundation, Inc.</b>		
	<b>2</b> Business name/disregarded entity name, if different from above		
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501c3</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>201 SW Fifth Avenue</b>	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code <b>Fort Lauderdale, FL 33312</b>		
	<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	
	5 9 - 2 6 5 7 0 4 3

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 11/14/18
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## General Instructions

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

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



FLORIDA DEPARTMENT OF STATE  
George Firestone  
Secretary of State

D.W. McKinnon, Director  
Division of Corporations  
904/488-9636

Mrs. Nettie Sims, Chief  
Bureau of Corporate Records  
904/488-9383

October 31, 1985

R.M. Gardner, Esq.  
McCune, Hiaasen etal  
PO Box 14636  
Ft. Lauderdale, FL 33302

Dear Mr. Gardner:

The Articles of Incorporation for BROWARD  
PERFORMING ARTS FOUNDATION, INC. were filed  
on October 30, 1985, and assigned document number N11811.  
Your check for \$63.00 covering the various fees has been  
received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone  
(904) 488-9005, the Non-Profit Filing Section.

Sincerely,

D. W. McKinnon, Director  
Division of Corporations

DWM:krq

RECEIVED

NOV 4 1985

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BROWARD PERFORMING ARTS FOUNDATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 30, 1985, as shown by the records of this office.

The document number of this corporation is N11811.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
31st day of October, 1985.



A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone  
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

1985 OCT 30 PM 1:12

BROWARD PERFORMING ARTS FOUNDATION, INC.  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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The undersigned subscribers to these Articles of Incorporation, natural persons competent to contract, hereby form a corporation under the laws of the State of Florida

ARTICLE I

NAME

The name of the corporation shall be:

BROWARD PERFORMING ARTS FOUNDATION, INC.

ARTICLE II

PURPOSES

The purposes of this corporation shall be as follows:

1. To receive and maintain the fund or funds of real or personal 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 the promoting, fostering, sponsoring and developing of the Performing Arts Center Authority of Broward County, Florida, or such other charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations which qualify as exempt organizations under Sections 501(c)(3) or 170(c) of the Internal Revenue Code of 1954

and its regulations as they now exist or as they may be hereinafter amended.

2. To do any and all lawful acts and things which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment or attainment of any or all of the aforesaid purposes and objects and to co-operate with individuals, corporations, groups, organizations or agencies already engaged in fostering any or all of the foregoing purposes.

### ARTICLE III

#### MEMBERSHIP

Qualification for members and the manner of their admissions shall be regulated by the By-Laws of the corporation to be hereafter adopted.

### ARTICLE IV

#### TERM

This corporation shall have perpetual existence.

### ARTICLE V

#### INCORPORATORS

The name of the incorporators of this corporation are:

#### NAME

#### ADDRESS

ROBERT B. LOCHRIE, JR.

2261 Southwest 28th Way  
Fort Lauderdale, FL 33312

RUSSELL M. GARDNER

Barnett Bank Plaza/Penthouse  
One East Broward Boulevard  
Fort Lauderdale, FL 33301



ARTICLE VI

OFFICERS

The officers of the corporation shall be a President, such number of Vice-Presidents, Secretary, a Treasurer and such other officers as may be provided in the By-Laws from time to time.

ARTICLE VII

DIRECTORS

The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have nine directors initially. The number of directors may be increased or decreased from time to time by the By-Laws, but shall never be less than three. The members of the Board of Directors shall be elected and hold office in accordance with the By-Laws. The names and addresses of the persons who are to serve as directors until the first meeting of the corporation or until their successors are elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROBERT B. LOCHRIE, JR.	2261 Southwest 28th Way Fort Lauderdale, FL 33312
RUSSELL M. GARDNER	Barnett Bank Plaza/Penthouse One East Broward Boulevard Fort Lauderdale, FL 33301
STEWART KESTER	3001 Northeast 27th Avenue Lighthouse Point, FL 33062
JACK H. CHAMBERS	8751 West Broward Boulevard Plantation, FL 33324
DAVID RUSH	3901 North 29th Avenue Hollywood, FL 33020

RALPH MARRINSON	35 Isla Bahia Drive Fort Lauderdale, FL 33316
WILLIAM D. HORVITZ	2000 South Ocean Drive Fort Lauderdale, FL 33316
RHONDA G. RASMUSSEN	424 Hendricks Isle Fort Lauderdale, FL 33301
BONNIE BARNETT	2724 Sea Island Drive Fort Lauderdale, FL 33301

#### ARTICLE VIII

##### BY-LAWS

The By-Laws shall be adopted, altered, amended or repealed by a majority vote of the Board of Directors and as provided in the By-Laws themselves. The By-Laws may contain any provision for the regulation and management of the affairs of the corporation not inconsistent with Florida law or the Articles of Incorporation.

#### ARTICLE IX

##### PRINCIPAL PLACE OF BUSINESS

The location of the registered office of this corporation shall be Barnett Bank Plaza/Penthouse, One East Broward Boulevard, Fort Lauderdale, Broward County, Florida 33301, or such other place or places as the Board of Directors may from time to time determine. The registered agent shall be Russell M. Gardner at Barnett Bank Plaza/Penthouse, One East Broward Boulevard, Fort Lauderdale, Florida 33301.

##### SPECIAL PROVISIONS

Section 1: No part of the net earnings of this corpor-

ation shall inure to the benefit of any member, officer or director of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes), and no member, officer or director of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propoganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any public political campaign on behalf of any candidate for public office.

Section 2. Notwithstanding any of the other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended.

Section 3. Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to charitable, religious, scientific, literary or educational organizations which then qualify under

the provision of Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

Section 4. In the event that the Corporation is deemed to be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, then:

1. The Corporation will distribute its income for each tax year at such time and in such manner so that it will not become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

2. The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

3. The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

4. The Corporation will not make any investments in the manner that would subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

5. The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

Section 5. This corporation is formed under Chapter 617 of the Florida Statutes and shall have all of the powers set forth therein not expressly prohibited hereunder.

Section 6. Meetings of the membership and the Board of Directors shall be held as provided for in the By-Laws from time to time.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 10th day of October, 1985, for the purposes of forming this corporation not-for-profit under Chapter 617 of the laws of the State of Florida.

WITNESSES:

Linda A. Spencer

Robert B. Lochrie, Jr.  
ROBERT B. LOCHRIE, JR.

Mary Alice Hume

Russell M. Gardner  
RUSSELL M. GARDNER

STATE OF FLORIDA     )  
                                  )  
COUNTY OF BROWARD    )

BEFORE ME, a notary public duly authorized in the State and County named above to take acknowledgments, personally appeared ROBERT B. LOCHRIE, JR. to me known to be one of the persons described as a subscriber in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed and subscribed the Articles of Incorporation.

WITNESS my hand and official seal this 10th day of October, 1985.

Linda A. Spencer  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 5, 1989  
BORNED THRU GENERAL INC. UND.

STATE OF FLORIDA )  
 )  
COUNTY OF BROWARD )

BEFORE ME, a notary public duly authorized in the State and County named above to take acknowledgments, personally appeared RUSSELL M. GARDNER, to me known to be one of the persons described as a subscriber in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed and subscribed the Articles of Incorporation.

WITNESS my hand and official seal this 10th day of October, 1985.

*Linda A. Spencer*  
\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 5, 1989  
BONDED THRU GENERAL INS. UND.

FILED

1985 OCT 30 PM 1:12

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF STATE  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES,  
THE FOLLOWING IS SUBMITTED:

FIRST -- THAT BROWARD PERFORMING ARTS FOUNDATION, INC.  
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF  
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF  
FORT LAUDERDALE, STATE OF FLORIDA  
HAS NAMED RUSSELL M. GARDNER,  
LOCATED AT ONE EAST BROWARD BOULEVARD, BARNETT BANK PLAZA/PENTHOUSE  
CITY OF FORT LAUDERDALE, STATE OF FLORIDA,  
AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE \_\_\_\_\_  
TITLE ATTORNEY  
DATE OCTOBER 4, 1985

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTI-  
FICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE  
TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE  
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Russell M. Gardner*  
RUSSELL M. GARDNER  
DATE OCTOBER 4, 1985



**FY2020 Board of Directors:**

**Officers**

Richard B. Welch, *Chair*  
Senator George LeMieux, *Vice Chair*  
Michael Landry, *Treasurer*  
Dev Motwani, *Secretary*  
Robert B. Lochrie, III, *Immediate Past Chair*

**Directors**

John E. Abdo	Jarett Levan
Joseph C. Amaturro	Cheryl Miller
Bonnie Barnett	Dominick Miniaci
Richard Berkowitz	Dev Motwani
Robert Brinkman	Thomas R. Oliveri
Ann Burris	Julie Pabst
Lori Chevy	Charles L. Palmer
Eric Gabrielle	Beverly Raphael
Neil Goldberg	Ramón Rodríguez
Pearl Goodman	Anne Scherer
Robert Harrigan	Shawn Sackman
Carol Harrison	Alan M. Schwartz, M.D.
Alan C. Hooper	Ken Stiles
Michelle Howland	George Taylor
Alice Lucia Jackson	Douglas Von Allmen
James LaBate	Gary Wendt
Michael Landry	Jake Wurzak
Ray Leightman	Kurt Zimmerman
Sen. George LeMieux	

**Emerita**

Rose Miniaci

**President**

Lisa Kitei



Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A For the 2018 calendar year, or tax year beginning 10/01/18, and ending 09/30/19**

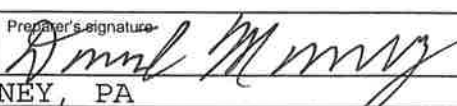
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization Broward Performing Arts Foundation, Inc. Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 201 S.W. Fifth Avenue City or town, state or province, country, and ZIP or foreign postal code Fort Lauderdale FL 33312	<b>D</b> Employer identification number 59-2657043 <b>E</b> Telephone number 954-468-3298 <b>G</b> Gross receipts \$ 19,025,215
<b>F</b> Name and address of principal officer: Lisa Kitei 201 S.W. Fifth Avenue Fort Lauderdale FL 33312		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(c)</b> Group exemption number ▶
<b>J</b> Website: ▶ <a href="http://www.browardcenter.org">www.browardcenter.org</a>		<b>L</b> Year of formation: 1985 <b>M</b> State of legal domicile: FL
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		

**Part I Summary**

<b>Activities &amp; Governance</b>	1 Briefly describe the organization's mission or most significant activities: During FY2019, the Broward Performing Arts Foundation presented high-quality artistic & cultural programming, including concerts, theater, dance, comedy & more, at the Broward Center for the Performing Arts & its affiliated venues; presented educational programming that served more than 130,000 students; & completed the \$30-million capital campaign to restore the iconic Parker Playhouse. 2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets. 3 Number of voting members of the governing body (Part VI, line 1a) <span style="float: right;">3 40</span> 4 Number of independent voting members of the governing body (Part VI, line 1b) <span style="float: right;">4 40</span> 5 Total number of individuals employed in calendar year 2018 (Part V, line 2a) <span style="float: right;">5 8</span> 6 Total number of volunteers (estimate if necessary) <span style="float: right;">6 1000</span> 7a Total unrelated business revenue from Part VIII, column (C), line 12 <span style="float: right;">7a 0</span> 7b Net unrelated business taxable income from Form 990-T, line 38 <span style="float: right;">7b 0</span>																						
<b>Revenue</b>	8 Contributions and grants (Part VIII, line 1h) 9 Program service revenue (Part VIII, line 2g) 10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Prior Year</th> <th>Current Year</th> </tr> </thead> <tbody> <tr><td>8</td><td align="right">3,683,846</td><td align="right">4,931,304</td></tr> <tr><td>9</td><td align="right">9,924,417</td><td align="right">9,630,637</td></tr> <tr><td>10</td><td align="right">1,744,313</td><td align="right">474,307</td></tr> <tr><td>11</td><td align="right">-2,735</td><td align="right">0</td></tr> <tr><td>12</td><td align="right">15,349,841</td><td align="right">15,036,248</td></tr> </tbody> </table>		Prior Year	Current Year	8	3,683,846	4,931,304	9	9,924,417	9,630,637	10	1,744,313	474,307	11	-2,735	0	12	15,349,841	15,036,248			
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10	1,744,313	474,307																					
11	-2,735	0																					
12	15,349,841	15,036,248																					
<b>Expenses</b>	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 14 Benefits paid to or for members (Part IX, column (A), line 4) 15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 16a Professional fundraising fees (Part IX, column (A), line 11e) b Total fundraising expenses (Part IX, column (D), line 25) ▶ 850,992 17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 19 Revenue less expenses. Subtract line 18 from line 12	<table border="1" style="width:100%; border-collapse: collapse;"> <tbody> <tr><td>13</td><td align="right">2,740,957</td><td align="right">3,260,179</td></tr> <tr><td>14</td><td></td><td align="right">0</td></tr> <tr><td>15</td><td align="right">844,787</td><td align="right">872,134</td></tr> <tr><td>16a</td><td></td><td align="right">0</td></tr> <tr><td>17</td><td align="right">10,085,390</td><td align="right">10,176,772</td></tr> <tr><td>18</td><td align="right">13,671,134</td><td align="right">14,309,085</td></tr> <tr><td>19</td><td align="right">1,678,707</td><td align="right">727,163</td></tr> </tbody> </table>	13	2,740,957	3,260,179	14		0	15	844,787	872,134	16a		0	17	10,085,390	10,176,772	18	13,671,134	14,309,085	19	1,678,707	727,163
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<b>Net Assets or Fund Balances</b>	20 Total assets (Part X, line 16) 21 Total liabilities (Part X, line 26) 22 Net assets or fund balances. Subtract line 21 from line 20	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Beginning of Current Year</th> <th>End of Year</th> </tr> </thead> <tbody> <tr><td>20</td><td align="right">25,262,115</td><td align="right">30,496,176</td></tr> <tr><td>21</td><td align="right">11,368,144</td><td align="right">15,992,589</td></tr> <tr><td>22</td><td align="right">13,893,971</td><td align="right">14,503,587</td></tr> </tbody> </table>		Beginning of Current Year	End of Year	20	25,262,115	30,496,176	21	11,368,144	15,992,589	22	13,893,971	14,503,587									
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20	25,262,115	30,496,176																					
21	11,368,144	15,992,589																					
22	13,893,971	14,503,587																					

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <u>Lisa Kitei</u> Type or print name and title	Date <u>President</u>
<b>Paid Preparer Use Only</b>	Print/Type preparer's name Daniel Moroney Firm's name ▶ ROBBINS & MORONEY, PA Firm's address ▶ 222 S.E. 10th Street Fort Lauderdale, FL 33316	Preparer's signature  Date 06/18/20 Check <input type="checkbox"/> if self-employed PTIN P00849600 Firm's EIN ▶ 65-0356804 Phone no. 954-467-3100

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

See Schedule O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 3,700,408 including grants of \$ 3,260,179 ) (Revenue \$ )

The Broward Performing Arts Foundation supports the presentation of high-quality artistic and cultural programming, including musical performances spanning a wide range of genres, theater, dance, comedy and more, at the Broward Center for the Performing Arts and its affiliated venues, Parker Playhouse, Rose and Alfred Miniaci Performing Arts Center and Aventura Arts and Cultural Center. In addition to supporting programming, the Foundation raises capital funds to sustain the venues and recently completed two capital campaigns: the \$60-million ENCORE! Capital Campaign to expand, renovate and revitalize the Broward Center and the \$30-million Campaign for the Parker to restore Parker Playhouse.

4b (Code: ) (Expenses \$ 9,506,769 including grants of \$ ) (Revenue \$ 9,630,637 )

See Schedule O

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

N/A

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 13,207,177

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	<input type="checkbox"/>	<input type="checkbox"/>
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part IV Checklist of Required Schedules (continued)**

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

1a	0
1b	0

**Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)**

		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	<b>2a</b> 8		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>b</b>	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	X	
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	X	
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	X	
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?	X	
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
	<b>7d</b>		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>	
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>	
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders	<b>11a</b>	
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>	
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>	
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>	
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>	
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>	
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>	
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>	X
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	<b>14b</b>	
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<b>15</b>	X
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>	X

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
<b>1b</b>	Enter the number of voting members included in line 1a, above, who are independent		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
<b>6</b>	Did the organization have members or stockholders?		X
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>8a</b>	The governing body?	X	
<b>8b</b>	Each committee with authority to act on behalf of the governing body?	X	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		X
<b>10b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
<b>11b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
<b>12b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
<b>12c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
<b>13</b>	Did the organization have a written whistleblower policy?	X	
<b>14</b>	Did the organization have a written document retention and destruction policy?	X	
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	The organization's CEO, Executive Director, or top management official	X	
<b>15b</b>	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
<b>16b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed  FL
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records   
 Betsy Weisman 201 S.W. Fifth Avenue  
 Ft. Lauderdale FL 33312 954-468-3298

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Richard B. Welch Chair	1.00 0.00	X		X				0	0	0
(2) Sen. George S. LeMieux Vice Chair	1.00 0.00	X		X				0	0	0
(3) Dev Motwani Secretary	1.00 0.00	X		X				0	0	0
(4) Michael Landry Treasurer	1.00 0.00	X		X				0	0	0
(5) Robert B. Lochrie, III Immediate Past Chair	1.00 0.00	X		X				0	0	0
(6) John E. Abdo Director	1.00 0.00	X						0	0	0
(7) Beverly Raphael Altman Director	1.00 0.00	X						0	0	0
(8) Joseph C. Amaturro Director	1.00 0.00	X						0	0	0
(9) Bonnie Barnett Director	1.00 0.00	X						0	0	0
(10) Richard Berkowitz Director	1.00 0.00	X						0	0	0
(11) Robert Brinkman Director	1.00 0.00	X						0	0	0

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) Ann Burris	1.00									
Director	0.00	X					0	0	0	
(13) Lori Chevy	1.00									
Director	0.00	X					0	0	0	
(14) Eric Gabrielle	1.00									
Director	0.00	X					0	0	0	
(15) Neil Goldberg	1.00									
Director	0.00	X					0	0	0	
(16) Pearl Goodman	1.00									
Director	0.00	X					0	0	0	
(17) Robert Harrigan	1.00									
Director	0.00	X					0	0	0	
(18) Alan C. Hooper	1.00									
Director	0.00	X					0	0	0	
(19) Alice Lucia Jackson	1.00									
Director	0.00	X					0	0	0	
<b>1b Sub-total</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>							371,240		22,483	
<b>d Total (add lines 1b and 1c)</b>							371,240		22,483	

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **2**

	Yes	No
<b>3</b> Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	X	
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**



**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns	<b>1a</b>					
	<b>b</b> Membership dues	<b>1b</b>	1,104,597				
	<b>c</b> Fundraising events	<b>1c</b>	797,562				
	<b>d</b> Related organizations	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>					
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	3,029,145				
	<b>g</b> Noncash contributions included in lines 1a-1f:		\$ 692,520				
	<b>h Total. Add lines 1a-1f</b>		4,931,304				
<b>Program Service Revenue</b>	<b>2a</b> Show Revenue	<b>Busn. Code</b> 711190	9,630,637	9,630,637			
	<b>b</b>						
	<b>c</b>						
	<b>d</b>						
	<b>e</b>						
	<b>f</b> All other program service revenue						
	<b>g Total. Add lines 2a-2f</b>		9,630,637				
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)		381,099			381,099	
	<b>4</b> Income from investment of tax-exempt bond proceeds						
	<b>5</b> Royalties						
	<b>6a</b> Gross rents	(i) Real	(ii) Personal				
	<b>b</b> Less: rental exps.						
	<b>c</b> Rental inc. or (loss)						
	<b>d Net rental income or (loss)</b>						
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		3,994,015					
		<b>b</b> Less: cost or other basis & sales exps.		3,900,807			
		<b>c</b> Gain or (loss)		93,208			
	<b>d Net gain or (loss)</b>		93,208			93,208	
	<b>8a</b> Gross income from fundraising events (not including \$ 797,562 of contributions reported on line 1c). See Part IV, line 18	<b>a</b>	88,160				
<b>b</b> Less: direct expenses		<b>b</b>	88,160				
<b>c Net income or (loss) from fundraising events</b>							
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>a</b>						
	<b>b</b> Less: direct expenses	<b>b</b>					
	<b>c Net income or (loss) from gaming activities</b>						
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>a</b>						
	<b>b</b> Less: cost of goods sold	<b>b</b>					
	<b>c Net income or (loss) from sales of inventory</b>						
Miscellaneous Revenue		<b>Busn. Code</b>					
<b>11a</b>							
<b>b</b>							
<b>c</b>							
<b>d</b> All other revenue							
<b>e Total. Add lines 11a-11d</b>							
<b>12 Total revenue. See instructions.</b>			15,036,248	9,630,637	0	474,307	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	3,260,179	3,260,179		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	232,686	93,075	46,537	93,074
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	501,986	200,647	76,961	224,378
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	41,629	16,643	6,998	17,988
9 Other employee benefits	79,058	31,607	13,290	34,161
10 Payroll taxes	16,775	6,707	2,820	7,248
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	19,500		19,500	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	10,001		10,001	
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Show Expenses	9,506,769	9,506,769		
b Special Events	222,343			222,343
c Food & Catering	155,689	77,844	13,045	64,800
d Performance Tickets	102,188			102,188
e All other expenses	160,282	13,706	61,764	84,812
<b>25 Total functional expenses. Add lines 1 through 24e</b>	<b>14,309,085</b>	<b>13,207,177</b>	<b>250,916</b>	<b>850,992</b>
<b>26 Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest bearing		1	
	2 Savings and temporary cash investments	7,260,637	2	8,653,687
	3 Pledges and grants receivable, net	6,052,350	3	9,956,477
	4 Accounts receivable, net	38,673	4	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments—publicly traded securities	11,910,455	11	11,886,012
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 <b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	25,262,115	16	30,496,176	
Liabilities	17 Accounts payable and accrued expenses		17	106,375
	18 Grants payable		18	
	19 Deferred revenue	451,750	19	338,175
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	10,916,394	25	15,548,039
	26 <b>Total liabilities.</b> Add lines 17 through 25	11,368,144	26	15,992,589
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	1,961,108	27	1,817,861
	28 Temporarily restricted net assets	2,792,366	28	3,485,228
	29 Permanently restricted net assets	9,140,497	29	9,200,498
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 <b>Total net assets or fund balances</b>	13,893,971	33	14,503,587	
34 <b>Total liabilities and net assets/fund balances</b>	25,262,115	34	30,496,176	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	15,036,248
2	Total expenses (must equal Part IX, column (A), line 25)	2	14,309,085
3	Revenue less expenses. Subtract line 2 from line 1	3	727,163
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	13,893,971
5	Net unrealized gains (losses) on investments	5	-117,547
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	14,503,587

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(20) Carol Harrison Kalagher Director	1.00 0.00	X						0	0	0
(21) James LaBate Director	1.00 0.00	X						0	0	0
(22) Ray Leightman Director	1.00 0.00	X						0	0	0
(23) Jarett Levan Director	1.00 0.00	X						0	0	0
(24) Cheryl Miller Director	1.00 0.00	X						0	0	0
(25) Dominick Miniaci Director	1.00 0.00	X						0	0	0
(26) Thomas R. Oliveri Director	1.00 0.00	X						0	0	0
(27) Julie Pabst Director	1.00 0.00	X						0	0	0
<b>1b Sub-total</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual	3	
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	4	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person	5	

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(28) Charles L. Palmer Director	1.00 0.00	X					0	0	0	
(29) Ramon Rodriguez Director	1.00 0.00	X					0	0	0	
(30) Shawn Sackman Director	1.00 0.00	X					0	0	0	
(31) Anne Scherer Director	1.00 0.00	X					0	0	0	
(32) Alan M. Schwartz, M.D. Director	1.00 0.00	X					0	0	0	
(33) Barry E. Somerstein, Esq. Director	1.00 0.00	X					0	0	0	
(34) Ken Stiles Director	1.00 0.00	X					0	0	0	
(35) J. Kenneth Tate Director	1.00 0.00	X					0	0	0	
<b>1b Sub-total</b>										
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
<b>3</b> Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(36) George Taylor	1.00									
Director	0.00	X					0	0	0	
(37) Douglas Von Allmen	1.00									
Director	0.00	X					0	0	0	
(38) Gary Wendt	1.00									
Director	0.00	X					0	0	0	
(39) Jake Wurzak	1.00									
Director	0.00	X					0	0	0	
(40) Kurt Zimmerman	1.00									
Director	0.00	X					0	0	0	
(41) Lisa Kitei	40.00									
President	0.00			X			254,730	0	15,405	
(42) Judith Carney	40.00									
Dir. of Development	0.00					X	116,510	0	7,078	
<b>1b Sub-total</b>							371,240		22,483	
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual	3	
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	4	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person	5	

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2018**

**Open to Public Inspection**

Name of the organization

Broward Performing Arts Foundation, Inc.

Employer identification number

59-2657043

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete **Part IV, Sections A and B**.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete **Part IV, Sections A and C**.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete **Part IV, Sections A, D, and E**.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete **Part IV, Sections A and D, and Part V**.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						



**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**  
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	3,717,732	3,564,248	4,191,689	3,683,846	4,931,304	20,088,819
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	52,500	52,500	52,500	52,500	52,500	262,500
4 <b>Total.</b> Add lines 1 through 3	3,770,232	3,616,748	4,244,189	3,736,346	4,983,804	20,351,319
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						1,497,995
6 <b>Public support.</b> Subtract line 5 from line 4						18,853,324

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4	3,770,232	3,616,748	4,244,189	3,736,346	4,983,804	20,351,319
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	193,863	190,413	197,593	205,762	381,099	1,168,730
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 <b>Total support.</b> Add lines 7 through 10						21,520,049
12 Gross receipts from related activities, etc. (see instructions)					12	29,946,931
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	87.61%
15 Public support percentage from 2017 Schedule A, Part II, line 14	15	84.52%
16a <b>33 1/3% support test—2018.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b <b>33 1/3% support test—2017.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a <b>10%-facts-and-circumstances test—2018.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b <b>10%-facts-and-circumstances test—2017.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 <b>Total.</b> Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 <b>Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 <b>Total support.</b> (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization

b **33 1/3% support tests—2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b	<b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	<b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations (continued)**

- 11 Has the organization accepted a gift or contribution from any of the following persons?
- a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?
  - b A family member of a person described in (a) above?
  - c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

**Section B. Type I Supporting Organizations**

- 1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

**Section C. Type II Supporting Organizations**

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

**Section D. All Type III Supporting Organizations**

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

**Section E. Type III Functionally-Integrated Supporting Organizations**

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a  The organization satisfied the Activities Test. Complete line 2 below.
  - b  The organization is the parent of each of its supported organizations. Complete line 3 below.
  - c  The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
  - b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- 3 Parent of Supported Organizations. Answer (a) and (b) below.
- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.
  - b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e <b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes		
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
3	Administrative expenses paid to accomplish exempt purposes of supported organizations		
4	Amounts paid to acquire exempt-use assets		
5	Qualified set-aside amounts (prior IRS approval required)		
6	Other distributions (describe in Part VI). See instructions.		
7	<b>Total annual distributions.</b> Add lines 1 through 6.		
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.		
9	Distributable amount for 2018 from Section C, line 6		
10	Line 8 amount divided by line 9 amount		
Section E - Distribution Allocations (see instructions)			
	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1	Distributable amount for 2018 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2018 (reasonable cause required-explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2018		
a	From 2013		
b	From 2014		
c	From 2015		
d	From 2016		
e	From 2017		
f	Total of lines 3a through e		
g	Applied to underdistributions of prior years		
h	Applied to 2018 distributable amount		
i	Carryover from 2013 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.		
4	Distributions for 2018 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2018 distributable amount		
c	Remainder. Subtract lines 4a and 4b from 4.		
5	Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	<b>Excess distributions carryover to 2019.</b> Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2014		
b	Excess from 2015		
c	Excess from 2016		
d	Excess from 2017		
e	Excess from 2018		

**Part VI Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Area with horizontal dashed lines for supplemental information.

**Schedule B**

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

OMB No. 1545-0047

**2018**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization Broward Performing Arts Foundation, Inc.	Employer identification number 59-2657043
---	--

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33<sup>1</sup>/<sub>3</sub>% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ .....

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).



Name of organization

Broward Performing Arts Foundation,

Employer identification number

59-2657043

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Performing Arts Center Authority 201 SW 5th Avenue Fort Lauderdale FL 33312	\$ 1,564,654	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
2	Frederick DeLuca Foundation 500 E. Broward Blvd., Suite 2300 Fort Lauderdale FL 33394	\$ 375,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Broward Performing Arts Foundation,

Employer identification number

59-2657043

**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
1	Spec. Event Supplies	\$ 310,503	
1	Food & Catering	\$ 155,688	
1	Performance Tickets	\$ 102,188	
1	Cultivation & PR	\$ 48,383	
1	Printing	\$ 25,368	
1	Technology	\$ 24,167	

Name of organization

Broward Performing Arts Foundation,

Employer identification number

59-2657043

**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
1	Postage	\$ 10,716	
1	Dues & Subscriptions	\$ 12,906	
1	Miscellaneous & Other	\$ 2,601	
		\$	
		\$	
		\$	

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

Employer identification number

Broward Performing Arts Foundation, Inc.

59-2657043

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form with multiple sections: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year. (Includes sub-table for 2a-2d), 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form with sections: 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

**3** Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other

**4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

**1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

**b** If "Yes," explain the arrangement in Part XIII and complete the following table:

- c Beginning balance
- d Additions during the year
- e Distributions during the year
- f Ending balance

	Amount
<b>1c</b>	
<b>1d</b>	
<b>1e</b>	
<b>1f</b>	

**2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

**b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance	11,820,455	11,363,166	10,328,084	9,611,930	9,193,432
<b>b</b> Contributions	60,000	74,250	178,269	154,145	1,250,482
<b>c</b> Net investment earnings, gains, and losses	453,144	812,039	1,211,996	951,109	-360,484
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs	-447,687	-429,000	-355,183	-389,100	-471,500
<b>f</b> Administrative expenses					
<b>g</b> End of year balance	11,885,912	11,820,455	11,363,166	10,328,084	9,611,930

**2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment **12.66%**
- b Permanent endowment **77.41%**
- c Temporarily restricted endowment **9.93%**

The percentages on lines 2a, 2b, and 2c should equal 100%.

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) related organizations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3b</b> If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	<input type="checkbox"/>	<input type="checkbox"/>

**4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land				
<b>b</b> Buildings				
<b>c</b> Leasehold improvements				
<b>d</b> Equipment				
<b>e</b> Other				

**Total.** Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)

**Part VII Investments—Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Agency Payable	15,548,039
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	15,548,039

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements		<b>1</b>	14,935,928
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	<b>a</b> Net unrealized gains (losses) on investments	<b>2a</b>	-117,547	
	<b>b</b> Donated services and use of facilities	<b>2b</b>	17,227	
	<b>c</b> Recoveries of prior year grants	<b>2c</b>		
	<b>d</b> Other (Describe in Part XIII.)	<b>2d</b>		
	<b>e</b> Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>	-100,320
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>	15,036,248
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	<b>a</b> Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>		
	<b>b</b> Other (Describe in Part XIII.)	<b>4b</b>		
	<b>c</b> Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>	
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.)		<b>5</b>	15,036,248

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements		<b>1</b>	14,326,312
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	<b>a</b> Donated services and use of facilities	<b>2a</b>	17,227	
	<b>b</b> Prior year adjustments	<b>2b</b>		
	<b>c</b> Other losses	<b>2c</b>		
	<b>d</b> Other (Describe in Part XIII.)	<b>2d</b>		
	<b>e</b> Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>	17,227
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>	14,309,085
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	<b>a</b> Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>		
	<b>b</b> Other (Describe in Part XIII.)	<b>4b</b>		
	<b>c</b> Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>	
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.)		<b>5</b>	14,309,085

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**Part XIII Supplemental Information** *(continued)*

Area with horizontal lines for supplemental information.



**SCHEDULE G  
(Form 990 or 990-EZ)**

**Supplemental Information Regarding Fundraising or Gaming Activities**

OMB No. 1545-0047

**2018**

Department of the Treasury  
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

Name of the organization **Broward Performing Arts Foundation, Inc.**

Employer identification number  
**59-2657043**

**Part I Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

**1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a  Mail solicitations
- b  Internet and email solicitations
- c  Phone solicitations
- d  In-person solicitations
- e  Solicitation of non-government grants
- f  Solicitation of government grants
- g  Special fundraising events

**2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  Yes  No

**b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
<b>Total</b>							

**3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		Special Event		None	(add col. (a) through col. (c))
		(event type)	(event type)	(total number)	
Revenue	1 Gross receipts	885,722			885,722
	2 Less: Contributions	797,562			797,562
	3 Gross income (line 1 minus line 2)	88,160			88,160
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	88,160			88,160
	10 Direct expense summary. Add lines 4 through 9 in column (d)				88,160
11 Net income summary. Subtract line 10 from line 3, column (d)					

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_  
 a Is the organization licensed to conduct gaming activities in each of these states?  Yes  No  
 b If "No," explain: \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year?  Yes  No  
 b If "Yes," explain: \_\_\_\_\_

11 Does the organization conduct gaming activities with nonmembers?  Yes  No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming?  Yes  No

13 Indicate the percentage of gaming activity conducted in:  
 a The organization's facility 

13a	%
13b	%

  
 b An outside facility

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ .....

Address ▶ .....

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue?  Yes  No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ ..... and the amount of gaming revenue retained by the third party ▶ \$ .....

c If "Yes," enter name and address of the third party:

Name ▶ .....

Address ▶ .....

16 Gaming manager information:

Name ▶ .....

Gaming manager compensation ▶ \$ .....

Description of services provided ▶ .....

- Director/officer       Employee       Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license?  Yes  No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ .....

**Part IV Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

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**SCHEDULE I  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

Name of the organization

Broward Performing Arts Foundation,  
Inc.

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2018**

**Open to Public  
Inspection**

Employer identification number

59-2657043

**Part I General Information on Grants and Assistance**

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?  
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Yes  No

**Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1	(a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
(1)	Performing Arts Center Authority 201 SW 5th Ave Fort Lauderdale FL 33312	59-2445804		3,109,612				General Support
(2)	Performing Arts Center Authority 201 SW 5th Ave Fort Lauderdale FL 33312	59-2445804		18,615				Programming
(3)	Performing Arts Center Authority 201 SW 5th Ave Fort Lauderdale FL 33312	59-2445804		112,872				Education
(4)	Performing Arts Center Authority 201 SW 5th Ave Fort Lauderdale FL 33312	59-2445804		13,222				Gardens Care & Maint
(5)	Performing Arts Center Authority 201 SW 5th Ave Fort Lauderdale FL 33312	59-2445804		5,858				Theater Maint/Improv
(6)								
(7)								
(8)								
(9)								

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table

3 Enter total number of other organizations listed in the line 1 table

▶ 1

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

**Part III Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.  
Part III can be duplicated if additional space is needed.

	(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
1						
2						
3						
4						
5						
6						
7						

**Part IV Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

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**SCHEDULE J**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Compensation Information**

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

- ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
- ▶ Attach to Form 990.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2018**

Open to Public Inspection

Name of the organization **Broward Performing Arts Foundation, Inc.**

Employer identification number  
**59-2657043**

**Part I Questions Regarding Compensation**

**1a** Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- |  |  |
|--|--|
| <input type="checkbox"/> First-class or charter travel             | <input type="checkbox"/> Housing allowance or residence for personal use   |
| <input type="checkbox"/> Travel for companions                     | <input type="checkbox"/> Payments for business use of personal residence   |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees     |
| <input type="checkbox"/> Discretionary spending account            | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

**b** If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

**2** Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

**3** Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- |   |   |
|---|---|
| <input type="checkbox"/> Compensation committee                         | <input type="checkbox"/> Written employment contract                                |
| <input checked="" type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study                    |
| <input checked="" type="checkbox"/> Form 990 of other organizations     | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

**4** During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan?
- c** Participate in, or receive payment from, an equity-based compensation arrangement?
- If "Yes" to any of lines 4a–c, list the persons and provide the applicable amounts for each item in Part III.

**Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5–9.**

**5** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 5a or 5b, describe in Part III.

**6** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 6a or 6b, describe in Part III.

**7** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

**8** Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

**9** If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
<b>1b</b>		
<b>2</b>		
<b>4a</b>		<input checked="" type="checkbox"/>
<b>4b</b>		<input checked="" type="checkbox"/>
<b>4c</b>		<input checked="" type="checkbox"/>
<b>5a</b>		<input checked="" type="checkbox"/>
<b>5b</b>		<input checked="" type="checkbox"/>
<b>6a</b>		<input checked="" type="checkbox"/>
<b>6b</b>		<input checked="" type="checkbox"/>
<b>7</b>		<input checked="" type="checkbox"/>
<b>8</b>		<input checked="" type="checkbox"/>
<b>9</b>		

**Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.** Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

**Note:** The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

	(A) Name and Title	(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
1	Lisa Kitei President	254,730	0	0	15,405	0	270,135	0
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

**Part III Supplemental Information**

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

( )

( )



**SCHEDULE M  
(Form 990)**

**Noncash Contributions**

OMB No. 1545-0047

**2018**

**Open To Public  
Inspection**

Department of the Treasury  
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization

Broward Performing Arts Foundation,  
Inc.

Employer identification number

59-2657043

**Part I Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art — Works of art				
2 Art — Historical treasures				
3 Art — Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities — Publicly traded				
10 Securities — Closely held stock				
11 Securities — Partnership, LLC, or trust interests				
12 Securities — Miscellaneous				
13 Qualified conservation contribution — Historic structures				
14 Qualified conservation contribution — Other				
15 Real estate — Residential				
16 Real estate — Commercial				
17 Real estate — Other				
18 Collectibles				
19 Food inventory	X	1	155,688	Fair Market Value
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ (Spec. Event Supplies)	X	1	310,503	Fair Market Value
26 Other ▶ (Performance Tickets)	X	1	102,188	Fair Market Value
27 Other ▶ (Cultivation & PR)	X	1	48,383	Fair Market Value
28 Other ▶ (Misc. & Other)	X	1	75,758	Fair Market Value

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

29	
----	--

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?

b If "Yes," describe the arrangement in Part II.

31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?

b If "Yes," describe in Part II.

33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31		X
32a		X
33		

---

**Part II Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

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*(This area contains horizontal dotted lines for supplemental information.)*

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2018**

**Open to Public  
Inspection**

Name of the organization	Broward Performing Arts Foundation, Inc.	Employer identification number	59-2657043
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Form 990 - Organization's Mission

The Broward Performing Arts Foundation, Inc.'s mission is to sustain, develop and secure the future of the performing arts in Broward County, Florida, primarily by providing support for the programming, educational activities, operations and capital development of the Broward Center for the Performing Arts.

Form 990, Part III, Line 4b - Second Accomplishment

The Broward Performing Arts Foundation presents a wide variety of educational programming at the Broward Center, which constitutes the largest free arts-in-education program in the country and has served more than 3.3 million students to date. Through the Student Enrichment in the Arts program, more than 130,000 public school students each year attend educational and cultural performances at the Broward Center and its affiliated venues free of charge and participate in corresponding curriculum-based activities that help extend the learning experience beyond the theater seats. The Reading Readiness Through the Theater program brings more than 3,000 at-risk pre-K students and their parents each year to see live literature-based performances together at Broward Center venues. Most recently, the Broward Performing Arts Foundation began presenting "sensory-friendly" theatrical performances aimed at increasing access to and engagement with the arts for students with developmental disabilities, particularly those on the autism spectrum or with sensory processing disorders

Name of the organization

Employer identification number

Broward Performing Arts Foundation,

59-2657043

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

An electronic version of Form 990 is sent to the Executive Committee of the Board of Directors for their review prior to submission, approved at their committee meeting and subsequently sent electronically to all Board members.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

Officers, directors, trustees and key employees annually review and sign the organization's conflict of interest policy. Material organizational purchases are reviewed for potential conflict of interest as part of the purchasing procedures.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

A national survey of comparable organizations and employees is researched and presented to the Executive Committee of the Board of Directors for review, discussion and approval.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

Governing Documents are made available upon request.

**Application for Automatic Extension of Time To File an Exempt Organization Return**

(Rev. January 2019)

Department of the Treasury  
Internal Revenue Service

▶ **File a separate application for each return.**  
▶ **Go to [www.irs.gov/Form8868](http://www.irs.gov/Form8868) for the latest information.**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits](http://www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits).

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions. Broward Performing Arts Foundation, Inc.	Employer identification number (EIN) or 59-2657043
	Number, street, and room or suite no. If a P.O. box, see instructions. 201 S.W. Fifth Avenue	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Fort Lauderdale FL 33312	

Enter filer's identifying number, see instructions

File by the due date for filing your return. See instructions.

Enter the Return Code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

Betsy Weisman  
201 S.W. Fifth Avenue

• The books are in the care of ▶ Ft. Lauderdale FL 33312

Telephone No. ▶ 954-468-3298 Fax No. ▶ 954-468-2680

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_ . If this is for the whole group, check this box  . If it is for part of the group, check this box  and attach a list with the names and EINs of all members the extension is for.

**1** I request an automatic 6-month extension of time until 08/15/20 , to file the exempt organization return for the organization named above. The extension is for the organization's return for:

- ▶  calendar year \_\_\_\_\_ or
- ▶  tax year beginning 10/01/18 , and ending 09/30/19 .

**2** If the tax year entered in line 1 is for less than 12 months, check reason:  Initial return  Final return  Change in accounting period

<b>3a</b> If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$	0
<b>b</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$	0
<b>c</b> <b>Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$	0

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

**Agreement Between  
The State of Florida, Department of State  
And  
Broward Performing Arts Foundation, Inc.**

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the Broward Performing Arts Foundation, Inc. hereinafter referred to as the "Grantee."

The Grantee has been awarded a General Program Support grant by the Division, grant number 21.c.ps.180.285 for the project “Parker Playhouse Presentations” in the amount of \$47,301. Funds for this grant have been appropriated in the FY 2021 General Appropriations Act on line 3180. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the “Parker Playhouse Presentations” project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following Scope of Work:

Complete the introductory package of requirements for the implementation of the Scope of Work.  
Execute a minimum of three (3) performances.

All tasks associated with the project will be completed by June 30, 2021.

b) The Grantee agrees to provide the following Deliverables and Performance Measures related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the introductory package of requirements for the implementation of the Scope of Work.	Introductory package of requirements includes: Timeline of grant activities for the grant period (e.g., Calendar of Events, Season Schedule, etc.) and Grants Management Quiz Completion Confirmation for participation in a DCA Grants Management Webinar.	\$11,825
2	Fixed Price	Execute a minimum of one (1) performance.	Provide copy of performance program.	\$11,825
3	Fixed Price	Execute a minimum of one (1) performance.	Provide copy of performance program.	\$11,825

4	Fixed Price	Execute a minimum of one (1) performance.	Provide copy of performance program.	\$11,826
<b>Totals</b>				<b>\$47,301</b>

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2021. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).
- d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2020, and shall end June 30, 2021, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Cultural Affairs:**

Summer Callahan  
 Florida Department of State  
 R.A.Gray Building  
 500 South Bronough Street  
 Tallahassee, FL 32399  
 Phone: 850.245.6356  
 Email: summer.callahan@dos.myflorida.com

**For the Grantee:**

Christi Rice  
201 SW Fifth Avenue Fort Lauderdale Florida 33312  
Phone: 954.414.6915  
Email: crice@browardcenter.org

4. **Grant Payments.** All grant payments are requested by submitting a payment request with documentation that the deliverable has been completed.

The total grant award shall not exceed \$47,301 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of the Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
  - b) The second payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
  - c) The third payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
  - d) The fourth payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
5. **Electronic Payments.** The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the **Florida Department of Financial Services**. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <https://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS).
7. **Grant Funds Expenditure Log.** The Grantee must submit an expenditure log demonstrating the use of grant funds prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment. The expenditure log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. Expenditure logs will be submitted online with payment requests at [www.dosgrants.com](http://www.dosgrants.com).
8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by



contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) The full amount of the first payment (fixed price in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable is not satisfactorily completed.
  - b) Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
  - c) Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
  - d) Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award. The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. Pursuant to Section 17, the Grantee shall refund to the Division any excess funds paid out prior to reduction of total grant funding.

10. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses, and activities that occurred during that reporting period. All reports on grant progress will be submitted online through [www.dosgrants.com](http://www.dosgrants.com).
- a) **Mid-Year Project Progress Report** for the grant period July 1 through December 31; first report is due no later than January 30
  - b) **Final Report** for the grant; the final report is due no later than July 30
11. **Matching Funds.** Grantees must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Estimated Project Budget as match. The Division of Cultural Affairs will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*.
12. **Grant Completion Deadline.** The grant completion deadline is June 30 2021. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not

exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.

- 13. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death, or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 14. Credit Line(s) to Acknowledge Grant Funding.** In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

"This project is sponsored in part by the State of Florida, Department of State, Division of Cultural Affairs and the Florida Council on Arts and Culture (Section 286.25, *Florida Statutes*)."

- 15. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. In addition, the following are not allowed as grant or matching expenditures:
- a) State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.
  - b) Funds used as match for other Department of State grants.
  - c) Expenses incurred or obligated before July 1 or after the grant period.
  - d) Lobbying or attempting to influence federal, state or local legislation, the judicial branch or any state agency.
  - e) Building, renovation, or remodeling of facilities. Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.
  - f) Costs associated with bad debts, contingencies, fines and penalties, interest, taxes, and other financial costs.
  - g) Private entertainment.
  - h) Food, and beverages.
  - i) Plaques, awards, and scholarships.

- j) Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.
  - k) Re-granting.
  - l) Contributions and donations.
  - m) Mortgage payments.
  - n) Payments to current Department of State employees.
  - o) Telephone, utilities, office supplies, property improvements, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs. These expenses may only be used as match.
  - p) Travel.
- 16. Travel.** The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.
- 17. International Travel.** In accordance with Section 15.182, Florida Statutes (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of Economic Opportunity), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.
- 18. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 19. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Summer Callahan, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 20. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

21. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
23. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
24. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
  - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a

proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.
29. **Copyright.** If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
30. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
  - a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
31. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state, and federal law.
32. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, disability, or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
33. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
34. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be

transferred to the successor governmental agency as if it was the original party to this Agreement.

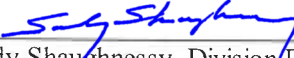
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, *Florida Statutes*. All grantees shall maintain documentation demonstrating a competitive procurement process.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.
40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)

**In acknowledgment of Grant Number 21.c.ps.180.285 provided for from funds appropriated in the FY 2021 General Appropriation Act in the amount of \$47,301, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

By:   
Sandy Shaughnessy, Division Director

  
Witness

August 12, 2020

Date

Grantee:

By:   
Authorizing Official for the Grantee

Lisa Kitei, President  
Print name and title of Authorizing Official

  
Witness

7/22/2020  
Date



**From:** Lisa Kitei <foundation@browardcenter.org>  
**Sent:** Tuesday, July 28, 2020 8:00 AM  
**To:** Chantal Manno <cmanno@browardcenter.org>  
**Subject:** JOIN US ON THE ROAD TO RECOVERY

Dear Friends of the Broward Center –

I hope that you are well and safe during these difficult days. At a time when good news is in short supply, I have some very good news to share with you. Broward Performing Arts Foundation Board member Michelle Howland and philanthropist and benefactor Donald Sussman have offered to seed our recovery fund with a \$250,000 matching gift. This extraordinary commitment will jumpstart our Road to Recovery campaign and, with its matches, will ultimately provide half-a-million much-needed dollars toward our reopening.

In addition, the Leo Goodwin Foundation has issued its own generous challenge. It will donate \$25,000 to the Road to Recovery Fund if we find three other donors to commit \$25,000 or more. I am happy to report that our first \$25,000 donation toward the challenge has come from Broward Center President & CEO Kelley Shanley and his wife, Sarah.

As terrific as all that is, it is only the beginning of what will be needed to sustain the Broward Center. Last week, you received the "State of the Center" update from Kelley Shanley. You know the financial situation is serious – we have lost 90% of our revenue, furloughed 100% of our part-time staff, reduced full-time staff by 50%, cut the salaries of all remaining full-time employees and used emergency reserves to fund monthly deficits.

If you are among those who were moved by Kelley's message and made an early donation to our Road to Recovery Fund, we are truly grateful. If you have not yet made a contribution and would like to help, we would welcome your support. It is more important now than ever before in our history.

We hope you will consider a gift to our Road to Recovery Fund.



Thank you for all you do for the Broward Center. Until we can meet back in the theater, stay healthy, stay safe and please stay in touch.

With gratitude,  
Lisa

**Lisa Kitei** | President  
Broward Performing Arts Foundation  
**Broward Center for the Performing Arts**  
201 SW 5th Avenue | Fort Lauderdale, FL 33312  
Phone: 954.468.3297 | Fax: 954.468.2680  
[lkitei@browardcenter.org](mailto:lkitei@browardcenter.org) | [BrowardCenter.org](http://BrowardCenter.org)



**Student Enrichment in the Arts (SEAS)  
at the Broward Center for the Performing Arts**

**2020-2021 Program Budget**

<b>Expenses</b>	<b>Amount</b>
Direct Education Staff Time	\$40,626.00
Artist Fees (Fall 2020 Virtual Performances)	\$14,500.00
Artist Fees (Spring 2021 Live Performances*)	\$47,761.00
Technical/Production (Stage Labor, Sound, Lighting*)	\$12,885.00
Teaching Artists (46 SEAS Plus workshops @ \$100 each)	\$4,600.00
Videography (Fall 2020 Virtual Performances/Workshops)	\$1,619.66
SEAS Marketing (Program Brochure, Promo Video Clips)	\$3,240.00
Administrative Overhead (10%)	\$12,523.17
<b>Total Budget:</b>	<b>\$137,754.83</b>

\*Artist Fees & Production Costs for Spring 2021 subject to change based on ability to hold in-person vs. virtual programming.

## **Exhibit “B” Payment Schedule**

### **A. AWARD DISBURSEMENTS**

The awards disbursement process will begin upon full execution of the appropriations contract and will end in September, 30 for the fiscal year that this contract is approved.

### **B. PAYMENT SCHEDULE**

The total amount awarded for the BROWARD PERFORMING ARTS FOUNDATION, INC. (name of the non-profit organization) for Student Enrichment in the Arts (title of the program) for the current fiscal year is: \$15,000.

There will be three (3) payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 34% of the total allocation or \$5,100; 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 33% of the total allocation or \$4,950; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third payout will be the final 33% of the total allocation or \$4,950; will be issued upon receipt AND approval of the third and 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 the ORGANIZATION is obligated to pay compensation to employees engaged in the performance of the work. ORGANIZATION 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

ORGANIZATION'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.

<b>Type of Insurance</b>	<b>Limits of Liability</b>	
<b>GENERAL LIABILITY:</b>	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	
-----		
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$10,000/\$20,000/\$10,000	
XX comprehensive form		
XX owned		
XX hired		
XX non-owned		
-----		
<b>REAL &amp; PERSONAL PROPERTY</b>		
— comprehensive form	Agent must show proof they have this coverage.	
-----		
<b>EXCESS LIABILITY</b>	Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000
-----		
<b>PROFESSIONAL LIABILITY</b>	Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000 \$1,000,000
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(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. ORGANIZATION 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 ORGANIZATION, the ORGANIZATION 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. ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION enter into such an agreement on a pre-loss basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

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).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 420 Lexington Avenue  New York NY 10170		<b>CONTACT NAME:</b> Jennifer DSG Brown <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jabrown@risk-strategies.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Pacific Indemnity Company	<b>NAIC #</b> 20281
<b>INSURED</b> Performing Arts Center Authority 201 Southwest Fifth Avenue  Fort Lauderdale FL 33312		<b>INSURER B:</b> Great Northern Ins Co	20303
		<b>INSURER C:</b> Lloyd's of London	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL212495644

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		79940995	01/14/2021	01/14/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			99506506	01/14/2021	01/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						DED RETENTION \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Sexual Abuse & Molestation			SML000000307500A	03/01/2020	03/01/2021	\$1,000,000 Each Occurre \$1,000,000 Aggregate

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

City of Pompano Beach is an Additional Insured under the General Liability policy with respects to claims arising out of the negligence of the operations of the Named Insured.

**APPROVED**

By Danielle Thorpe at 10:52 am, Feb 10, 2021

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 100 West Atlantic Blvd.  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 REPRESENTATIVE  

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**BROWARD  
CENTER**  
— *for the* —  
PERFORMING ARTS

November 5, 2020

**APPROVED** *D. Thorpe*  
**By Danielle Thorpe at 9:27 pm, Nov 16, 2020**

**Re: Proof of Workers Compensation Coverage**

To Whom It May Concern:

To the extent permitted by law, the Performing Arts Center Authority (d/b/a Broward Center for the Performing Arts) is self-insured for workers' compensation coverage through the Broward County Board of County Commissioners (Board) self-insurance program.

The workers' compensation program operates in compliance with and under the auspices of Florida Statutes, Chapter 440. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess coverage.

Sincerely,

Timothy Weeks  
Chief Financial Officer  
**Performing Arts Center Authority**