

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach ("City") and Save Our Boys, Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$5,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

2. Term of Contract. This Contract shall be for the period beginning October 1, 2019 and ending September 30, 2020.

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

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

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

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

7. Contract Administrators, Notices and Demands.

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

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

If to Recipient: Andy Cherenfant
CEO
43 S Powerline Rd #413
Pompano Beach, FL 33069
Office: (954) 608-0412
Email: andy@saveourboysinc.com

If to City: City Manager or Designee, Contract Administrator
Greg Harrison
City Manager
100 W Atlantic Blvd.
Pompano Beach, FL 33060
Office: (954) 786-4601
Email: greg.harrison@copbfl.com

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

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

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

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

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

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

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

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

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

A. Recipient shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or

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

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

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

14. Non-Assignability and Subcontracting.

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

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

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

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

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

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

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

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

Furthermore; nothing in this contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the Recipient and the City. Recipient agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the Recipient's expenditure of allotted funds under this contract and the Recipient's program or activity generally described herein and more particularly described in Exhibit "A" to this contract.

19. Mutual cooperation. The Recipient recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Recipient shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:

1. Keep and maintain public records required by the City in order to perform the service.

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

Witnesses:

Pc
Pedro Amayo
(Print or Type Name)

Stanley VIRGILE
(Print or Type Name)

Save Our Boys, Inc
(Print or type name of company here)

By: Andy Cherentent

Print Name: Andy Cherentent

Title: President/CEO

Business License No. 825/46442

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20 day of August, 2019, by Andy Cherentent as President/CEO of SAVE OUR BOYS, INC, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced FLDL CL51.000.74-093.0 (type of identification) as identification.

NOTARY'S SEAL:



Pc
NOTARY PUBLIC, STATE OF FLORIDA

Pedro Asuaje
(Name of Acknowledger Typed, Printed or Stamped)

66140880
Commission Number

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

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

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

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

- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving

quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

- 1st Quarterly Narrative & Financial Report (October/November/December) - February 1st
- 2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st
- 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st
- 4th Quarterly Narrative & Financial Report (July/August/September) - September 30th

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

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

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

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii. Race
 - iii. Gender
 - iv. Zip Codes
 - v. Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

- 3) The approved budget for the RECIPIENT, included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

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

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

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

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

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

Organization name: Save Our Boys, Inc

Program funded: Save Our Boys 3rd Annual Haitian Heritage and Cultural Arts Celebration

Amount funded: \$5,000

Program description: This is a free event that is open to the public.

ADULT PROGRAM

- A Reception for Haitian Consul General
- An Awards Presentation for Haitian Community Leaders
- Performing Artists: Music, Dance, Poetry, Story Telling
- Free Food
- An Art Exhibit and Lecture

FOR THE CHILDREN

- Story-telling
- Face Painting
- Cultural Drumming
- Mini-parade
- Arts & Crafts

FOR THE YOUTH

- A half day leadership and entrepreneurship summit

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 10, 2019 9:59 am
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	172.11.244.115
Unique ID:	503683870
Location:	26.214000701904, -80.218597412109

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2019-2020
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Full Name of Nonprofit:	SAVE OUR BOYS, INC
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Mission of Nonprofit:	The Mission of Save Our Boys is to encourage and empower young men to make positive, smart, and strategic decisions about their current and future lives through an understanding of their history and culture, education, mentoring, entrepreneurship, workforce readiness, community service, and culturally responsible programming.
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Brief Overview of Nonprofit:

Save Our Boys, Inc (SOBI) is a non-profit charitable organization formally established in the State of Florida in April 2018. The organization was founded by Andy Cherenfant, who serves as the CEO. We are governed by an established Board of Directors. The organization has been in existence since August 2014 serving the students of Ely High School.

Each year, for the past four years, SOBI has held a "meet and greet" at Ely on the first day of school. In year 2, we also included Pompano Beach Elementary School. The purpose of the event was simply to be a strong male presence on the first day of school. Each year the number of men showing up in unity grew. We received positive feedback from school officials, community leaders, parents and the youth that the visible support made a statement that community cares and that each life matters and that the community cares about their academic success. Two years ago, we began our mentoring program, matching selected young men with strong and positive male role models. In 2017, we held our first art competition for elementary school students.

In 2018 and 2019, Save Our Boys, Inc received funding support from the City of Pompano Beach to provide the 1st and 2nd Annual Haitian Heritage and Cultural Arts Celebration. The City has a Haitian population of over 8,000 and Broward County is home to over 100,000 Haitian Americans. Two hundred thirty-eight (238) adults and children participated in the inaugural celebration. Many of the boys in our program are of Haitian descent. Their attendance at this celebration helps them to better understand their cultural heritage. Cultural pride enhances self-esteem which leads to more prosocial behavior.

SOBI has several programs ready for implementation. Last year, we have partnered with OIC South Florida and Beauty Academy in Pompano Beach to bring workforce readiness to our young men and their fathers who need training and job placement. This year SOBI received a grant from the Broward Sheriff's LETF funds to provide a mentoring program to middle school boys.

Nonprofit Website:	www.saveourboysinc.com
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Which Funding Priority Does Your Nonprofit Qualify For:	Community Events
--	------------------

Type of Organization - select the one that best applies:	Public/Societal Benefit
---	-------------------------

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

The 3rd Annual Haitian Heritage and Cultural Arts Celebration (HHCAC)
The requested funds will be used for planning, program development,
marketing, and production costs.

The goal of Save Our Boys is to make the HHCAC an annual event in the
City of Pompano Beach to highlight, celebrate and honor the richness,
strength, talents, and beauty of the Haitian Diaspora and to promote
cultural understanding. Last year's event participants were from the
Tri-County area and represented the diversity of South Florida.

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

Save Our Boys is applying for grant funding under the 2019-2020 the funding Priority of Community Events. According to the Program Guidelines "Community events allow the City of Pompano Beach to showcase all that it has to offer to our residents, families, and visitors. We are looking to partner with nonprofits that make City of Pompano Beach a great place to live, to visit and to do business by emphasizing our community as one."

The Haitian Heritage and Cultural arts Celebration does indeed:

- Highlight our rich cultural make-up as a community:

The Haitian American people of today reflect the unique nuances of their history in their approach to faith, family, art, and everyday life. The HHCAC educates our diverse audience on the Seven Important Aspects of Haitian Culture

1. Faith
2. Music and dance
3. Family
4. Community Service
5. Folklore & Mythology
6. Art
7. Food

This cultural event highlights Haiti's rich culture through exhibition, education, and community building. The purpose of the day of celebration is to enrich the lives of the Haitian community as well as to educate other residents about our culture.

- Support the use of our growing downtown and Innovation District as an event venue:

HHCAC takes place at our beautiful Cultural Arts Center which is the hub of the Innovation District. Many in our audience last year had never been to this state of the art facility. Those who were artists and promoters began inquiries as to how to use the site for their future productions.

For our visitors from Miami-Dade and Palm Beach Counties, this event gave them a new perspective of the Northwest area of Pompano Beach. At the event, they were encouraged to ride through our CRA areas and see the innovations that the funds provided.

- Support events that drive economic development into the Pompano Beach area:

The HHCAC increased the visibility for Pompano Beach which means more tourist dollars. Cultural Tourism is the journey of people to specific destinations that offer cultural attractions, including historic sites and artistic and cultural events with the aim of acquiring new knowledge and experiences that meet the intellectual needs and individual growth of the visitor. The HHCAC is a cultural exchange between locals and visitors. We know that this spotlight on the Haitian community in Pompano Beach celebrated and promoted what distinguishes our community and promoted the movement of people to this cultural attraction. Several of our attendees have reported that they now regularly visit our beach and attend events at the Ali Cultural Arts Center.

One of the goals of the HHCAC is to bring a national Haitian conference to Pompano Beach. We are proud to report that Save Our Boys is in discussion to bring the Haitian Conference of Mayors to Pompano Beach in 2019. Also, as a direct result of the event last year, Pompano Beach is now a Sister City with the Limonade, Haiti, a city in Northern Haiti. History accounts that Christopher Columbus and his crew celebrated the first Christmas in the Americas at Limonade in 1492.

Additionally, our half day Youth Entrepreneurial Summit incorporates the funding priority of workforce development.

Statement of Need:

On January 12, 2010, Haiti experienced a devastating earthquake. The earthquake registered 7.0 on the Richter Scale and was followed by numerous powerful aftershocks. The epicenter of the earthquake was close to the most densely populated areas of Haiti, including the capital and largest city, Port-Au-Prince. It is estimated that around 200,000 people lost their lives and thousands more have been injured. In addition, approximately 250,000 buildings have collapsed, the vast majority being residential, and many people were rendered homeless overnight. Many hospitals and schools collapsed in the earthquake. Governmental and commercial buildings and infrastructure were also widely damaged or destroyed. Haiti suffered from lack of infrastructure and poverty even prior to this catastrophe, and now faces the challenge of rebuilding in the wake of great loss and trauma. Many Haitian Americans in the Tri-County area lost family members and family homesteads. The nightmare is still real for many and the grief continues.

Haiti was the first Black republic-the first country where the slaves fought their colonial masters and declared independence in 1804. This victory continues to be a source of hope, pride, encouragement, and motivation to Haitians and others. In its early years, however, the sovereignty of Haiti was not recognized either by the Roman Catholic Church or by nations that controlled trade across the Atlantic, including the United States and Spain. Despite these challenges, Haiti grew and flourished in the nineteenth century. However, internal and external forces combined during the twentieth century to undermine Haiti's hard-won freedoms. Foreign governments and investors exploited Haiti's fragile position to maximize profit and trade. Within Haiti, political instability, mismanagement, corruption, and oppression have contributed to collective suffering and under-development.

Haiti was once the richest country in the Western Hemisphere. Although the wealth is gone, the wealth and richness remain in its people. That is what we want to celebrate, not only with the over 8000 Haitian residents of the city but throughout South Florida! HHCAC is a family centered event with a children's section. The celebration is to enrich the lives of the Haitian community as well as to educate other residents about our culture, our accomplishments, and our contributions to the communities in which we live.

Haiti and its people are often maligned. Even the President of the United States recently referred to the Country as "s...hole." Haitians think about Haiti every day. It is where their roots and old memories live. Haitians want the world to see Haiti as we do. We want to focus on the beauty, the positive achievements, and the richness of the culture. We want to spread the good news of Haiti and its people in this place we now call our home.

The Haitian Heritage and Cultural Arts Celebration is planned to be a series of cultural and educational events which will be held throughout the year. The planned community events include the Haitian Jazz Festival, Haitian

Awards Presentation, and Youth Leadership Summit.

Each of the 3 events planned will bring several benefits to the City including branding, cultural tourism, and revenue to local hotels, restaurants, and other retail businesses. The events, esp. the Haitian Jazz Festival will support the City's plans to enhance its footprint nationally. This cultural event will be marketed nationally to bring participants from all over the US and Caribbean.

This inaugural event was created to because of the need to celebrate and honor the richness, strength, talents, and beauty of the Haitian Diaspora in Broward County.

This year will be the first year of the Youth Entrepreneurial Summit: Creating Access for Young Entrepreneurs #AYE.. Since the Johnson Administration began the "War on Poverty" in the late 1960's many programs have been created to assist underserved and minority populations... in housing, health, job placement, education, social interventions and others. Although some have succeeded, many more have failed. The major reason is that services have been offered without the accompanying change in behavior and thought patterns is the lack of attention to Life Skills Training.

The Save Our Boys Summit focuses on KNOW-DO-BE

What do participants need to KNOW to be effective in the workplace?

What do participants need to be able to DO to be effective in the workplace?

What kind of people do participants need to BE to be effective in the workplace?

The Program components will include the participants:

- Workforce Readiness Skills
- The Start-up phase of a small business
- Marketing and sales strategies
- Business operation skills
- Communication skills
- Supervisory skills
- Financial management

Include a Description of the Geographic Area You Serve:	This event is marketed to residents and businesses in Broward, Miami-Dade, Palm Beach, and Monroe Counties. Although we encourage a cross section of the area residents to attend, our primary and target population are Haitian Americans, first in Pompano Beach, and then others of the Diaspora who now make up over 300,000 residents in these counties.
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Does Your Organization Receive Matching Funds?	Yes
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If Yes, please explain the matching gift partnership you have.	We partner with several organizations that financially support our mission and the Haitian Heritage and Cultural Arts Celebration. These partners are The Old Dillard Foundation, GAICON, OIC south Florida, and Beauty Anatomy.
---	--

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

About Your Board of Directors

Board Disabled	0
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Board Minorities	5
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Board Seniors	1
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Total Board Members	5
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Program/Event Information #1

Will your organization be hosting an event on City property?	Yes
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Which are you applying for? (Program/Event)	Event
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Program/Event Name	Save Our Boys 3rd Annual Haitian Heritage and Cultural Arts Celebration
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Type of Program/Event	Community Event
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Describe the program/event succinctly: This is a free event that is open to the public.

ADULT PROGRAM

- A Reception for Haitian Consul General
- An Awards Presentation for Haitian Community Leaders
- Performing Artists: Music, Dance, Poetry, Story Telling
- Free Food
- An Art Exhibit and Lecture
-

FOR THE CHILDREN

- Story-telling
- Face Painting
- Cultural Drumming
- Mini-parade
- Arts & Crafts

FOR THE YOUTH

A half day leadership and entrepreneurship summit

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

The event objectives are to:

1. enrich the lives of the Haitian community as well as to educate other residents and visitors about our culture;
2. spread the good news of Haiti and its people who live in South Florida;
3. celebrate and honor the richness, strength, talents, and beauty of the Haitian Diaspora
in Broward County;
4. mitigate the nightmare and grief caused by the Earthquake of 2010;
5. counteract the maligning of Haiti and its people;
6. promote cultural pride to enhance self-esteem which leads to more prosocial behavior.
7. expose Youth to careers and business opportunities and the life skills necessary to succeed.

What are the outcomes of your program/event?

The expected outcomes include:

Augmented pride amongst the Haitian Americans who attend;
Increased understanding and acceptance of Haitian people and their culture;
Dialogs created to promote racial healing and understanding;
Increased numbers of tourists and visitors to our event and the City;
Enhanced economic benefits to local business.
Enhanced understanding and exposure of youth to work and business readiness

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

351-500

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

250

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.

The target population is the Haitian diaspora living in South Florida. This demographic includes all ages- children, youth, adults and seniors. It is marketed as a free event to include all socio-economic levels. The marketing is sent to businesses, faith-based organizations, social groups, schools, and recreation centers. All are welcome with no discrimination of race, ethnicity, religion, ability or gender.

Start Date of Program/Event:

Jan 11, 2020

End Date of Program/Event:

Jan 12, 2020

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

Yes

Start Time of Program/Event:

02:00 PM

End Time of Program/Event:

08:00 PM

Name of Program/Event Venue:

Pompano Beach Cultural Arts Center

Address of Program/Event Venue
Location:

50 W Atlantic Blvd
Pompano Beach, FL 33060

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

Business Casual

List any Benefits or Amenities the City
of Pompano Beach Receives:

Festivals and special events are known to play important roles in destination development and cultural/ethnic tourism. In addition to the economic benefit that is derived from the increased number of tourists, festivals and special events also expand the tourist season of the destination, provide cultural and educational opportunities, foster a feeling of community pride, help conserve natural, social and cultural environments, and contribute to sustainable development. Event and festival tourism is one of the fastest growing forms of tourism. According to a survey conducted by the International Festival and Event Association (IFEA), the special events industry is estimated to include some 4 to 5 million regularly reoccurring events and has a significant economic impact. Particularly for Pompano Beach, The HHCAC which is a cultural/ethnic tourism event will:

- Increase visitor length of stay in our City
- Increase visitor expenditure in local businesses
- Improve destination awareness of the City
- Increase our civic pride and community solidarity
- Promote Pompano Beach as a city that celebrates diversity

Amount Requested: 15000

Are you applying for a second Program/Event? No

Additional Activities

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

Additional Information

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

There was a theme song in the 70's entitled "Nobody Does It Better." Save our Boys can make this statement because, there is no other organization doing what Save Our Boys, Inc and the Haitian Heritage Committee is doing in Pompano Beach or Broward County. We created an inaugural event in 2018 with an unexpected first event attendance of over 200. Our entertainment, education, and award ceremony are unparalleled. This year, due to the leadership of Save Our Boys founder, Andy Cherenfant, the Pompano Beach Commissioners issued a proclamation declaring May 2019 as Haitian American Month. This was the first time this was ever done. This was another proud moment of accomplishment and recognition for the Haitian community.

Any other information you wish to share?

The Haitian Heritage and Cultural Arts Celebration is an important event for the Haitian Diaspora. It is the first of its kind in South Florida. It has been heralded as the best and most comprehensive event in Broward County celebrating the Haitian Diaspora. Pompano Beach stands as the City of promise which made this happen. If funded this will be the 3rd annual event. In the 4th year, we expect to expand this event to a full 2 day Festival. We want to partner with the City and the County Library to promote literacy by creating an authors' conference and book fair and Youth Summit on Day 1. On Day 2 there will be a street festival, which will culminate in the evening with the 4th annual awards ceremony.

City of Pompano Beach Funding History

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

If yes, when was the most recent year? 2019

What was the name of program/event funded?

2nd Annual Haitian Heritage and Cultural Arts Celebration

How much was the funding for this program/event?

5000

Requested Budget Information

What is the total value your nonprofit is applying for?

15000

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

Yes

Are you including the following:

Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes
W9 = Yes
IRS Letter = Yes
List of Board of Directors = Yes
Articles of Incorporation = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503683870/72077528_save_our_boys_itemized_budget.pdf

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503683870/72077535_save_our_boys_w9.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503683870/72077552_save_our_boys_irs_letter.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503683870/72077556_save_our_boys_inc_board_of_directors.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503683870/72077558_save_our_boys_articles_of_incorporation.pdf

Charity/Organization Contact

Name

Andy Cherenfant

Title

CEO

Email

andy@saveourboysinc.com

Phone Number

(954) 608-0412

Address

43 S Powerline Rd #413
Pompano Beach, FL 33069

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

DEPARTMENT OF THE TREASURY

Date: APR 27 2018

SAVE OUR BOYS INC
43 S POWERLINE RD NUM 413
POMPANO BEACH, FL 33069-0000

Employer Identification Number:
82-5146442
DIN:
26053506008038
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 11, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Save Our Boys, Inc.

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

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

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

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

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

☒ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

43 S. Powerline Road #413

6 City, state, and ZIP code

Pompano Beach, Florida 33069

Requester's name and address (optional)

City of Pompano Beach

50 W. Atlantic Blvd

Pompano Beach, FL 33063

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 5 1 4 6 4 4 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Andy Cheremash

Date ►

8/4/19

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Electronic Articles of Incorporation
For**

N18000003935
FILED
April 09, 2018
Sec. Of State
dlokeefe

SAVE OUR BOYS, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SAVE OUR BOYS, INC

Article II

The principal place of business address:

43 S POWERLINE RD
413
POMPANO BEACH, FL. US 33060

The mailing address of the corporation is:

43 S POWERLINE RD
413
POMPANO BEACH, FL. US 33060

Article III

The specific purpose for which this corporation is organized is:

TO ENCOURAGE AND EMPOWER YOUNG MEN TO MAKE POSITIVE, SMART,
AND STRATEGIC DECISIONS ABOUT THEIR CURRENT AND FUTURE
LIVES THROUGH EDUCATION, MENTORING, ENTREPRENEURSHIP,
COMMUNITY SERVICE, AND CULTURALLY RESPONSIBLE
PROGRAMMING.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ANDY CHERENFANT
43 S POWERLINE RD
413
POMPANO BEACH, FL. 33060

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: ANDY CHERENFANT

**Save Our Boys, Inc
Board of Directors**

President

Dr. Karlton O. Johnson
2317 SW 117th Ave
Miramar, Florida 33025

Vice President

Anthony Pelt
10647 NW 7th Place
Coral Springs, FL 33071

Secretary

Duane Starks
8940 Azalea Circle
Miramar, FL 33025

Treasurer

Vladimir Rochebrun
20567 NW 9th Avenue
Miami Gardens, FL 33169

Director

Sean Brammer
777 Glades Road Bldg 69
Boca Raton, FL 33431

Chief Executive Officer

Andy Cherenfant
43 South Powerline Road Suite #413
Pompano Beach, Florida 33060
T: (954) 608-0412
E-mail: andy@saveourboysinc.com
Website: www.saveourboysinc.com

**Save Our Boys, Inc Haitian Heritage and Cultural Arts Celebration EVENT
BUDGET FOR AWARDS PRESENTATION, JAZZ NIGHT& YOUTH SUMMIT 2020**

Event Budget Grant Request \$15,000.00

		PROJECTED TOTAL	\$ 32,640.00
CATEGORY			
Venue		SUBTOTAL	\$ 4,800.00
Location Rental		\$ 3,000.00	
Equipment Rental (Stage, tent, tables, chairs)		\$ -	
AV Equipment		\$ -	
Audio and AV Supervisor		\$ -	
Audio Staff		\$ 500.00	
AV/Lighting Staff		\$ -	
Venue-Specific Staff		\$ -	
2 x Security		\$ -	
Cleaning		\$ 1,200.00	
Application Fee		\$ 100.00	
Décor		SUBTOTAL	\$ 1,000.00
Floral Décor		\$ 1,000.00	
Food / Beverage		SUBTOTAL	\$ 3,000.00

Food, Beverage and Catering Staff		\$ 3,000.00
Event Programming	SUBTOTAL	\$ 7,850.00
Speakers		\$ -
Performers		\$ 7,500.00
Presentation Graphics		\$ 350.00
Event Documentation	SUBTOTAL	\$ 2,500.00
2 x Photographer		\$ 1,500.00
Videographer		\$ 1,000.00
Attendee / Guest Services	SUBTOTAL	\$ 200.00
Giveaways		\$ 200.00
Registration	SUBTOTAL	\$ 150.00
Signage		\$ 150.00
Communications	SUBTOTAL	\$ 2,465.00
Printing / Fabrication		\$ 1,200.00
Additional Signage		\$ 15.00
Flyers		\$ 350.00
		\$ 300.00
Awards & Plaque		\$ 600.00

Give
Aways

Public Relations	SUBTOTAL	\$ 300.00
Press Releases		\$ 300.00
Marketing	SUBTOTAL	\$ 450.00
Printing (Program Booklet)		\$ 450.00
Social Media	SUBTOTAL	\$ 225.00
Twitter		\$ 75.00
Facebook		\$ 75.00
Instagram		\$ 75.00
Advertising	SUBTOTAL	\$ 1,500.00
Radio		\$ 1,500.00
Sponsors	SUBTOTAL	\$ 300.00
Thank You Gifts		\$ 300.00
Logistics	SUBTOTAL	\$ 4,200.00
Insurance		\$ 1,200.00
Permits		-
Program and Administrative Staff		\$ 3,000.00
Youth Summit		
Leadership Modules		\$ 500.00

Work Readiness Modules	\$ 500.00
Surveys	\$ 75.00
Mentor Training Materials	\$ 250.00
Tee Shirts	\$ 450.00
Other	\$ 3,700.00
SUBTOTAL	
Materials	\$ 200.00
Program and Administrative Staff	\$ 3,500.00

Exhibit "B"

Payment Schedule

A. AWARD DISBURSEMENTS

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

B. PAYMENT SCHEDULE

The total amount awarded for the Save Our Boys, Inc (name of the non-profit organization) for Save Our Boys 3rd Annual Haitian Heritage and Cultural Arts Celebration (title of the program) for the current fiscal year is: \$5,000.

There will be a lump sum payment issued in advance equal to \$5,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report 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 shall result in the denial of the future requests for payments.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

ORGANIZATION shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

ORGANIZATION is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2019

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:		
	PHONE: (888) 202-3007	FAX:	
	(A/C, No, Ext):	(A/C, No):	
	E-MAIL: contact@hiscox.com		
	ADDRESS:		
INSURED Save Our Boys Inc. 43 S. Powerline Rd. Pompano Beach, FL 33069	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			UDC-2349684-CGL-18	08/04/2019	08/04/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg
								\$
								\$
								\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Sexual Abuse & Molestation			UDC-2349684-CGL-18	08/04/2019	08/04/2020	EACH PERSON	\$1,000,000
							AGGREGATE	\$1,000,000

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

City of Pompano Beach is included as an Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statue 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Assured.

APPROVED

By Danielle Thorpe at 9:52 am, Aug 15, 2019

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

APPROVED

By Danielle Thorpe at 9:56 am, Aug 15, 2019

UniVista INSURANCE		
Florida Automobile Insurance Identification Card		
Imperial Fire & Casualty Insurance Company PO Box 3199 Winston Salem, NC 27102-3199		Company Number 03694
Policy Number 2007261572	Effective Date 12/29/2018	Expiration Date 12/29/2019
<input checked="" type="checkbox"/> Personal Injury Protection Benefits/ Property Damage Liability	<input checked="" type="checkbox"/> Bodily Injury Liability	
MARIE ANDREE COLAS VLADIMIR JONATHAN ROCHEBRUN Brianna ROCHEBRUN		
2017 HYUN ELANTRA 5NPD84LF8HH056722		
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE		

KEEP THIS CARD IN YOUR MOTOR VEHICLE

Report all accidents immediately to: Imperial Fire & Casualty Insurance Company

Toll free at: 1-888-874-5221

AGENCY:
Univista Insurance
13411 SW 56th St
Miami, FL 33175

9500255
(786) 360-5510

Misrepresentation of insurance is a first degree misdemeanor

MOD: 00

10330 (01/01/2011)



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

APPROVED

By Danielle Thorpe at 9:53 am, Aug 15, 2019

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/9/2019

EXPIRATION DATE: 8/8/2021

PERSON: VLADIMIR ROCHEBRUN

EMAIL: ANDY@CHERENFANTGROUP.COM

FEIN: 825146442

BUSINESS NAME AND ADDRESS:

SAVE OUR BOYS, INC

43 S. POWERLINE ROAD #413

POMPANO BEACH, FL 33069

SCOPE OF BUSINESS OR TRADE:

Clerical Office Employees-
NOC

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.