

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach ("City") and Areawide Council On Aging Of Broward County, 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 \$50,000 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 Charlotte Mather-Taylor(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: Charlotte Mather-Taylor
Executive Director
5300 Hiatus Road
Sunrise, FL 33351
Office: (954) 745-9567
Email: mathertaylorc@adrcbroward.org

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"

Areawide Council On Aging Of Broward County, Inc.
(Print or type name of company here)

Witnesses:

Cheryl Morrow
Cheryl Morrow
(Print or Type Name)

Charlotte Mother-Taylor
(Print or Type Name)

By: Pauline Grant

Print Name: Pauline Grant

Title: President

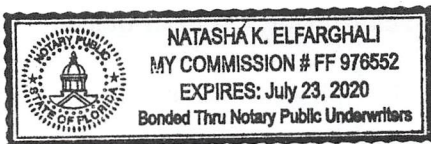
Business License No. 59-1529419

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of September, 2019, by Pauline Grant as President of Areawide Council on Aging of Broward County, 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 _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Natasha K. Elfarghali
(Name of Acknowledger Typed, Printed or Stamped)

FF 976552
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: Areawide Council On Aging Of Broward County, Inc.

Program funded: 2020 Fair Share

Amount funded: \$50,000

Program description: Areawide Council on Aging, which administers the Aging & Disability Resource Center, is the prime planning, coordinating, and funding source for 22 Broward Projects. Our prime goal is to prevent or delay institutionalization of elders. We are the hub of the wheel through which the Federal, State and Local Monies flow. Those who receive Federal Older Americans Act, and State Community Care for the Elderly Allocations, are mandated to raise a local 10% match. Our nonprofit 501(c)(3) organization employs a Fair Share Methodology to endeavor to raise as much of the required match as possible, by preparing computerized records of all services provided to each municipality's elder residents and then seeking contributions predicated on the number of seniors in the city times 2/3 of the dollar amount representing one elder. The County is requested to provide the other 1/3, plus the Total Fair Share representing residents of unincorporated Broward.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 8, 2019 5:12 pm
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	67.63.47.38
Unique ID:	503182823
Location:	25.894100189209, -80.182098388672

About Your Organization

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

Full Name of Nonprofit:	Areawide Council on Aging of Broward County, Inc.
--------------------------------	---

Mission of Nonprofit:	The Areawide Council on Aging of Broward County clearly states the mission of our nonprofit organization is to plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for, and provide services and activities for elderly people in Broward County, Florida.
------------------------------	--

Brief Overview of Nonprofit:

The Aging and Disability Resource Center (Area Agency on Aging) of Broward County is the prime planning, coordinating, and funding body for elderly services in Broward County. In addition, it is the chief advocate for the Broward County population age 60 and older. The Area Agency is one of over 650 Area Agencies serving elderly people throughout the United States. Broward's Area Agency, initiated in 1972 and incorporated in 1974, was the first in the State. There presently are eleven Area Agencies in Florida. Ours is the only county organization.

Broward's Aging and Disability Resource Center is the project of the Areawide Council on Aging of Broward County, Inc., a non-profit 501(c)(3) corporation. The Council is comprised of an 18-member Volunteer Board of Directors who oversee and set policy for the organization. A 35-member Advisory Council visits Projects, develops fundraisers, and makes recommendations to the Board. The staff is comprised of 48 full-time employees. Presently, we are the funding source for 22 countywide projects.

Aging and Disability Resource Centers (ADRC) are designed to serve as "one-stop shopping" entities, providing extensive information, referral, and benefits counseling, along with an easily comprehensible computer website for elders, caregivers, professionals, and others seeking assistance pertinent to senior issues. Since sufficient supportive funding was not allocated, by the State Legislature, for the transition and perpetuation phases of this mandate, the Florida Association of Area Agencies on Aging is cooperating with the State of Florida, Department of Elder Affairs, to obtain and maintain State General Revenue Monies specifically for staffing, computer maintenance, training, and other vitally essential expenditures related to the Aging Resource Centers (ARC's).

Because Broward is home to over 451,208 year-round senior residents, the ADRC constantly must seek and find new sources of funding. Approximately 137,892 of our elders have reached the age of 75 and beyond. About 46,833 have surpassed their 85th birthdays. Since our prime goal is to assist this population to "age in place" in their accustomed environments, the ADRC faces infinite challenges to our success, on a daily basis.

Nonprofit Website:	www.adrcbroward.org
Which Funding Priority Does Your Nonprofit Qualify For:	Senior Assistance
Type of Organization - select the one that best applies:	Human Services

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

Funding will be employed to continue the delivery of a coordinated system of services to older persons in Pompano Beach, FL. The array of services includes, but not limited to the following: congregate/home delivered meals, Adult Day Care, caregiver training and support, counseling, in-home/facility respite, health support, housing improvement, in-home screening and assessment, legal assistance, homemaker, personal care, screening and assessment, specialized medical equipment, and transportation. The most utilized services within the city of Pompano Beach are congregate, and home-delivered meals, facility respite, homemaker, and personal care. In 2018, over 1 million dollars of services were provided to residents residing in the area.

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

The ADRC's coordinated comprehensive service delivery system perfectly fit the funding priority (senior assistance) and guidelines of this sponsorship application request. The Fair Share Program is designed to secure the matching funding necessary to serve the elder population. These funds are necessary to help prevent early institutionalization of elders which is more costly to the Government and provide elders the needed resources they need to maintain their independence.

Statement of Need:

Many Older Americans formerly were independently able to care for their own needs and remain safe in their local communities. Frailty, loss of a spouse and/or other familial support have subjected many to be dependent on society and open to criminal attacks in personal or mental formats. In addition, they may be physically, emotionally and/or financially abused.

According to the State of Florida, Department of Elder Affairs 2018 County Profiles Data,

Broward County's senior population 60 years of age, and older, represent 23% of the population. Approximately 40,637 individuals 65 years of age, and older are medically underserved, and 62,010 suffer with at least one type of disability. Depression symptoms are commonly found in people whose function has become limited. Minor depression affects 15% to 20% of community dwelling old persons, and it is known to compromise health and quality of life and to be a significant barrier to one's ability to access services. Pompano Beach 60+ population total 30,713.

Include a Description of the Geographic Area You Serve:

The Aging & Disability Resource Center serves seniors 60 years of age and older, in Planning and Service Area (PSA) 10, which is Broward County. Broward is the second most populous county in the state of Florida and is mostly urban in nature. The County is comprised of 31 municipalities, and a total of 53 zip codes differentiate each neighboring area. Pompano Beach covers 19 zip codes (33060-33069, 33071-33077, 33093, and 33097). The senior population is spread throughout the county, with the larger percentages of the targeted population, residing within the central corridor, extending from north to south. Unincorporated neighborhoods are found within the identified location (s), where some of the poorest residents of the county reside.

Does Your Organization Receive Matching Funds?

Yes

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

For every \$1 raised locally, we receive \$9 in Federal Older American Act or State Community Care for the Elderly Funding.

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

Yes

About Your Board of Directors

Board Disabled	0
----------------	---

Board Minorities	4
------------------	---

Board Seniors	16
---------------	----

Total Board Members	18
---------------------	----

Program/Event Information #1

Will your organization be hosting an event on City property?	No
--	----

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

Program/Event Name	2020 Fair Share
--------------------	-----------------

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

Describe the program/event succinctly: Areawide Council on Aging, which administers the Aging & Disability Resource Center, is the prime planning, coordinating, and funding source for 22 Broward Projects. Our prime goal is to prevent or delay institutionalization of elders. We are the hub of the wheel through which the Federal, State and Local Monies flow. Those who receive Federal Older Americans Act, and State Community Care for the Elderly Allocations, are mandated to raise a local 10% match. Our nonprofit 501(c)(3) organization employs a Fair Share Methodology to endeavor to raise as much of the required match as possible, by preparing computerized records of all services provided to each municipality's elder residents and then seeking contributions predicated on the number of seniors in the city times 2/3 of the dollar amount representing one elder. The County is requested to provide the other 1/3, plus the Total Fair Share representing residents of unincorporated Broward.

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

The funding will be utilized to secure Federal Older Americans Act and State Community Care for the Elderly funds. Secured funds are used to support the array of services delivered to Pompano Beach senior residents. To ensure a more efficient, complete and comprehensive service delivery system, our leadership staff provide technical assistance and training to providers in the area. Building a strong network of service providers (1) helps to solve occurring problems, (2) delay the effects of aging on a vulnerable population, and (3) assure the merited right of Older Americans to live their retirement years with dignity in their own homes. For Federally Funded Older Americans Acts Programs, participants are afforded the opportunity to contribute for services, but there is no set fee, and participants are not means tested. For State Funded Services, clients are assessed a co-pay, on a sliding scale, and they pay a nominal monthly co-payment for their care (maximum 3% of their monthly income). Contributions are used to expand services to provide additional assistance for clients. Health and Wellness, Nutrition, and Respite Care are priority issues, as well as needs, our nonprofit organization is addressing, through our projects, especially our Helpline. Other funded services include: congregate, and home delivered meals, personal care, homemaking, adult day care, respite, transportation, minor home repair, and legal services. Our planning and funding endeavors are designed to assure that information and referral are available, as well as that a continuum of services is initiated and perpetuated to involve both independent and homebound seniors. Ensuring their total wellbeing, through support from line staff, is a prime goal of our planning processes. In addition, we are offering educational guidance to Medicaid Seniors seeking information regarding health Maintenance Organizations and offering guidance for the physically handicapped population 18-59.

What are the outcomes of your program/event?

The Pompano Beach 2020 Fair Share Request will help sustain a coordinated comprehensive delivery of services that will provide seniors access to (1) nutritious meals (i.e., congregate/home delivered), (2) activities that promote social engagement (i.e. adult day care and recreation), (3) provisions of assistance with activities of daily living (i.e. respite) and access to (4) minor home improvements (i.e. chore, housing improvement). In addition, caregivers will be offered methods to reduce stress and increase coping skills (i.e., caregiver training and support).

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

151-250

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

650

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.

According to the State of Florida, Department of Elder Affairs, Client Information and Registration Tracking System, an estimated 650 Pompano Beach residents are served, annually. 66% are females between the ages of 65-84, who live alone or with a caregiver.

The Aging & Disability Resource Center's main objective is to administer services to seniors 60 years of age and older, no matter the socioeconomic characteristics of the client. The Federal Older Americans Act Funding gives preference to older individuals with the greatest economic or social needs and individuals at risk of institutional placement, with attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas. The State Community Care for the Elderly (CCE) Funding support the needs of individuals 60 years of age and older. The program assists functionally-impaired elderly persons in maintaining their independence, in the least restrictive environment suitable to their needs. Client eligibility is based on age, need and risk of institutionalization without services.

Start Date of Program/Event:

Jan 01, 2020

End Date of Program/Event:

Dec 31, 2020

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

No

Name of Program/Event Venue:

2020 Fair Share

Address of Program/Event Venue Location:

5300 Hiatus Road
Sunrise, FL 33351

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

List any Benefits or Amenities the City of Pompano Beach Receives: See the 2020 Fair Share Report

Amount Requested: 86304

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.

We have been servicing the senior population of Broward County since 1974. We have expanded from 2 subcontractors to 22 subcontractors. Through this expansion, we have also secured additional funding sources to offer an array of services for our Broward elders. We were one of the first three Planning and Service Area (PSA) to transition to an Aging & Disability Resource Center to handle the Statewide Medicaid Managed Care Long Term Care Program (SMMCLTCP). We are the main entry point for the SMMCLTCP, which assists low-income medically underserved clients to apply and receive benefits. We also assist these clients in completing the eligibility process at no charge. Finally, we fund the local Meals on Wheels agency which provides nutritious meals as well as fund other services to support elders to remain in their homes to age with dignity.

Any other information you wish to share?

Although this request is for the required matching funds for our Federal Older American Act and State Community Care for the Elderly programs, elders of Pompano Beach also receive other funded services which are not match dependent. During 2018, Pompano Beach received \$1,001,127 for all services provided. This dollar amount does not include services provided through the Statewide Medicaid Managed Care Long Term Care Program (SMMC LTCP).

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? 2019 Fair Share

How much was the funding for this program/event? 60000

Requested Budget Information

What is the total value your nonprofit is applying for? 86304

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/3276970/72077528/503182823/72077528_areawide_council_on_aging_of_broward.itemized_budget.docx

W9 https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503182823/72077535_areawide_council_on_aging_of_broward_county_2018_w9.pdf

IRS Letter https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503182823/72077552_areawide_council_on_aging_of_broward.irs_letter.pdf

List of Board of Directors https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503182823/72077556_areawide_council_on_aging_of_broward.board_of_directors.pdf

Articles of Incorporation https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503182823/72077558_areawide_council_on_aging_of_broward.articles_of_incorporation.pdf

Charity/Organization Contact

Name Charlotte Mather-Taylor

Title	Executive Director
Email	mathertaylorc@adrcbroward.org
Phone Number	(954) 745-9567
Address	5300 Hiatus Road Sunrise, FL 33351



Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256554941
Apr. 23, 2019 LTR 4168C 0
59-1529419 000000 00

00016791

BODC: TE

AREAWIDE COUNCIL ON AGING OF
BROWARD COUNTY INC
5300 N HIATUS RD
SUNRISE FL 33351

022882

Employer ID number: 59-1529419
Form 990 required: Y

Dear Taxpayer:

We're responding to your request dated Apr. 16, 2019, about your tax-exempt status.

We issued you a determination letter in March 1975, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show 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 you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0256554941
Apr. 23, 2019 LTR 4168C 0
59-1529419 000000 00
00016792

AREAWIDE COUNCIL ON AGING OF
BROWARD COUNTY INC
5300 N HIATUS RD
SUNRISE FL 33351

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

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 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.

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY INC

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

AGING & DISABILITY RESOURCE CENTER OF BROWARD COUNTY

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.

5300 HIATUS ROAD

6 City, state, and ZIP code

SUNRISE, FL 33351

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 1 5 2 9 4 1 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date ► 04/23/2019

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

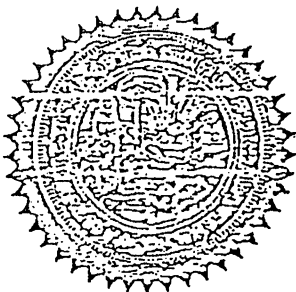
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATE OF FLORIDA

DEPARTMENT OF STATE



I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of
Certificate of Amendment to Certificate of Incorporation
of AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a
corporation not for profit, organized and existing under
the laws of the State of Florida, amending Article IV,
filed on the 17th day of March, A. D., 1975, as shown by
the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
17th day of March,
A.D., 1975


SECRETARY OF STATE

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of


CERTIFICATE OF INCORPORATION

OF

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 28th day of February, A.D., 1974,
as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
28th day of February,
A.D., 1974.



Richard (Dick) Stone
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.,

Florida non-profit corporation, under its corporate seal and the hands of its President, David Keating, and its Secretary, Mrs. Abram Hoffman, hereby certifies that:

1. The Board of Directors of said corporation, at a meeting called and held on March 6, 1975, adopted the following resolution:

BE IT RESOLVED by the Board of Directors of the Areawide Council on Aging of Broward County, Inc.,

Section 1: That the Articles of Incorporation of the Areawide Council on Aging of Broward County, Inc., be, and the same are hereby, amended by adding thereto the following new section to Article IV:

Section B.

Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on by a) a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, or b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, or any other corresponding provision of any future United States Revenue Law.

Section 2: That all other portions of the Articles of Incorporation of the Areawide Council on Aging of Broward County, Inc., shall remain in full force and effect.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 6th day of MARCH, 1975.

AREAWIDE COUNCIL ON AGING OF BROWARD
COUNTY, INC.

By David Keating
David Keating, President

Attest:

Mrs. Abram Hoffman
Mrs. Abram Hoffman, Secretary

RECEIVED
DEPT. OF STATE
MAR 17 11 28 AM '75

FILED

ARTICLES OF INCORPORATION

OF

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

WE, the undersigned, hereby certify that we have associated ourselves together for the purpose of forming a charitable association, not for profit, under a Charter as follows:

ARTICLE I.

The name of the corporation is:

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

ARTICLE II.

The object of the corporation is to plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

ARTICLE III.

The corporation shall have perpetual existence. The principal place of business and location of the corporation is 13 South-West 16th Street, Fort Lauderdale, Broward County, Florida, 33315.

ARTICLE IV.

The corporation shall have the power to do all things legal and necessary to accomplish its objectives as set forth in Article II of these Articles of Incorporation including, but not limited to, the following:

1. To make donations, gifts, contributions and loans from the income or assets of the corporation;
2. To accept by gift, devise, bequest, grant or other lawful means, property of every kind and description, without limit as to amount;

FILED
FEB 20 12 47 PM 1974
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

3. To borrow or solicit funds from any lawful source available;
4. To administer and manage the donations, gifts, devises, bequests, grants and the property of the corporation of every kind and description;

5. To purchase, acquire, hold, invest, use, mortgage, pledge, sell, assign, transfer or otherwise dispose of both real and personal property of every kind and description, or any interest whatsoever in any real or personal property, and to exercise all rights and all privileges in respect to ownership of any and all personal or real property;

6. To employ such staff and personnel necessary and proper to effectuate the powers of the corporation.

ARTICLE V.

The affairs of the corporation shall be managed by a President, three Vice-Presidents, Secretary, Treasurer and such other Officers as may be authorized from time to time by the By-laws of the corporation and by a Board of Directors consisting of not less than five (5) nor more than fifteen (15) to be elected as set forth in the By-laws of the corporation.

ARTICLE VI.

The names and post office addresses of the subscribers and officers who shall hold office until the first annual election are as follows:

Mayor David Keating	President
Box 2207, Hollywood, Fla. 33022	
Rev. Kenneth Crossman	Vice-President
100 E. Las Olas Blvd., Ft. Lauderdale, Fla. 33301	
Hon. Leroy H. Moe	Vice-President
201 S.E. 6 St., Ft. Lauderdale, Fla. 33301	
Dr. Franklin Saunders	Vice-President
2601 E. Oakland Pk. Blvd., Ft. Lauderdale, Fla. 33306	
Mrs. Abram Hoffman	Secretary
5560 Cypress Road, Plantation, Florida 33313	
Mrs. Luise Tworoger	Treasurer
1044 N. North Lake Dr., Hollywood, Fla. 33020	

ARTICLE VII.

The names of the Board of Directors are as follows:

Mayor David Keating, Box 2207, Hollywood, Fla. 33022
Rev. Kenneth Crossman, 100 E. Las Olas Blvd., Ft. Lauderdale, Fla. 33301
Hon. Leroy H. Moe, 201 S.E. 6 St., Ft. Lauderdale, Fla. 33301
Dr. Franklin Saunders, 2601 E. Oakland Pk. Blvd., Ft. Lauderdale, Fla. 33306
Mrs. Abram Hoffman, 5560 Cypress Rd., Plantation, Fla. 33313 (33306)
Mrs. Luise Tworoger, 1044 N. North Lake Dr., Hollywood, Fla. 33020

ARTICLE VIII.

The By-laws of the corporation are to be made, altered or rescinded by vote of the members of the association in accordance with the By-laws.

ARTICLE IX.

The private property of the members of this corporation and the directors and officers of this corporation shall be forever exempt from corporate debts and obligations of any kind whatsoever.

ARTICLE X.

Upon dissolution of this organization, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified for exemption under Section 501 (c) (3) of the Internal Revenue Code, or to the Federal Government, or to a State or local government, for a public purpose, and none of the assets will be distributed to any member, officer or director of this organization.

ARTICLE XI.

The membership of this corporation shall constitute all persons hereinafter named as Directors and such other persons as from time to time hereafter may become members, by approval of the Board of Directors their qualification being their interest and ability to assist the corporation as determined by the Board. No part of the Corporation's net income will inure to the benefit of its Directors, shareholders, or members. Said members of the corporation shall at no time enjoy any benefit in the nature of a private interest. The corporation will not, as a substantial part of its activities, attempt to influence legislation, or participate to any extent in a political campaign for or against any candidate for public office.

ARTICLE XII.

The Amendments to the Articles of Incorporation may be proposed and adopted by two-thirds (2/3) vote of the Board of Directors of the Corporation present at a legally constituted meeting.

IN WITNESS WHEREOF, we have hereunto subscribed our names
this 26th day of February, 1974.

David R Keating
Kenneth Crossman
Leroy H. Moe
Franklin T. Saunders
Mrs Abram Hoffman
Luise Tworoger

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared MAYOR
DAVID KEATING, REV. KENNETH CROSSMAN, HON. LEROY H. MOE, DR. FRANKLIN
SAUNDERS, MRS. ABRAM HOFFMAN and MRS. LUISE TWORÖGER, before me,
and they acknowledged before me that they subscribed the foregoing
Articles of Incorporation freely and voluntarily and for the purposes
therein expressed this the 26th day of February, A.D.,
1974.

Virginia A. Moore
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 13, 1974
BONDED THROUGH FRFOW. DIESTELHORST

**Areawide Council on Aging of Broward County, Inc.
Aging and Disability Resource Center of Broward County**

Board of Directors/Trustees

**Pauline Grant, President
7981 NW 125 Terrace
Parkland, FL 33076**

**John Primeau, First Vice President
Centennial Bank
6300 NE 1st Avenue, Ste. 300
Ft. Lauderdale, FL 33334**

**Naushira Pandya M.D., CMD, Second Vice President
Nova Southeastern College
3200 S. University Drive
Ft. Lauderdale, FL 33328**

**Judge Arthur M. Birken, Third Vice President
9381 Park Lane
Plantation, FL 33324**

**Representative Evan B. Jenne, Treasurer
3107 Stirling Road, Suite 207
Ft. Lauderdale, FL 33312**

**Senator Nan H. Rich, Secretary
2748 Pinehurst
Weston, FL 33308**

**Hon Ronald J. Rothschild, Parliamentarian
4501 Van Buren Street
Hollywood, FL 33021**

**Theodora Williams, Immediate Past President
6421 NW 54 Court
Lauderhill, FL 33319**

Business/Community Affiliation

Senior Advocate

Executive Vice President

Professor of Geriatrics

Retired Circuit Court Judge

State Representative

Formal Elected Official

Retired Judge

Senior Advocate

**Mayor Jack Brady
6808 Stardust Street
North Lauderdale, FL 33068**

Senior Advocate

**Alan B. Brass, CPA, P.A.
8181 W. Broward Blvd., Suite 350
Plantation, FL 33324**

Public Accountant

**William Edelstein
537 NE 15th Avenue
Fort Lauderdale, FL 33301**

Senior Advocate

**Joel S. Fass, Esquire
Colodny, Fass and Talenfeld, P.A.
100 Southeast Third Ave., Suite 230
Ft. Lauderdale, FL 33394**

Attorney

**David Lieberman
ValueCare At Home
6803 W. Commercial Blvd.
Tamarac, FL 33319**

Executive Administrator

**Audrey Millsaps
671 Lakeside Circle #618
Pompano Beach, FL 33060**

Senior Advocate

**Deborah Rand
Rand Eye Institute
5 West Sample Road
Pompano Beach, FL 33064**

Administrator

**Kenneth Rubin, Esq.
9900 W. Sample Road #404
Coral Springs, FL 33065**

Attorney

**Manny Synalovski Associates, AIA
1800 Eller Drive, Suite 500
Ft. Lauderdale, FL 33316**

Architect

**Mary Todd
3701 N.E. 24th Avenue
Lighthouse Point, FL 33064**

Senior Volunteer

Areawide Council on Aging of Broward County, Inc.
2020 Fair Share Itemized Budget

Budget Categories	\$ Amount Requested	\$ From Other Funding Sources	Total Cost of Program
Subsidies or Matching Funds	\$86,304	\$1,819,155	\$1,905,459
Salaries & Benefits or Volunteer Stipends			
Consultants & Professional Fees			
Curriculum Costs & Licensing Fees			
Program Supplies			
Incentives & Consumables			
Transportation, Travel & Admission Costs			
Electricity, Water & Refuse (Feeding & Residential Facilities Only)			
Other (Not Hollywood Reimbursable)			
TOTAL =	\$86,304	\$1,819,155	\$1,905,459

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 Areawide Council On Aging Of Broward County, Inc. (name of the non-profit organization) for 2020 Fair Share (title of the program) for the current fiscal year is: \$50,000.

There will be four (4) payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 25% of the total allocation or \$12,500.00 ; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or \$12,500.00; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third will equal 25% of the total allocation or \$12,500.00; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$12,500.00 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2019

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

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

PRODUCER Marsh & McLennan Agency LLC 1000 Corporate Drive Suite 400 Fort Lauderdale FL 33334	CONTACT NAME:	
	PHONE (A/C No. Ext): 954-938-8788	FAX (A/C, No):
INSURED Areawide Council on Aging of Broward County, Inc. 5300 N. Hiatus Rd. Sunrise FL 33351	E-MAIL ADDRESS: certificates@mma-fl.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co.	
	INSURER B: MEMIC Indemnity Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
18058		
11030		

COVERAGES

CERTIFICATE NUMBER: 1577322952

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1930598	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1930598	3/8/2019	3/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB661902	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	3102806631	9/2/2018	9/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1930598	3/8/2019	3/8/2020	Ea Prof Incident Lmt 1,000,000 Aggregate Limit 2,000,000

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

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

APPROVED

By Danielle Thorpe at 8:35 am, Aug 07, 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2019

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

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

PRODUCER Marsh & McLennan Agency LLC 1000 Corporate Drive Suite 400 Fort Lauderdale FL 33334		CONTACT NAME: PHONE (A/C, No. Ext): 954-938-8788 FAX (A/C, No): E-MAIL ADDRESS: certificates@mma-fl.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co.	
		INSURER B: MEMIC Indemnity Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1736568433

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1930598	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1930598	3/8/2019	3/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB661902	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	3102806631	9/2/2019	9/2/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1930598	3/8/2019	3/8/2020	Ea Prof Incident Lmt 1,000,000 Aggregate Limit 2,000,000

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

Certificate holder, as Designated Organization, is an Additional Insured as respects General Liability when required by written contract subject to the terms, conditions and exclusions of the policy.

APPROVED

By Danielle Thorpe at 3:05 pm, Sep 04, 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

© 1988-2015 ACORD CORPORATION. All rights reserved.