MISCELLANEOUS APPROPRIATIONS CONTRACT

	THIS C	ONT	RACT i	is sig	ned this	day of _		, 20 <u>19</u> ,	by th	e C	City o	f Por	mpano
Beach	("City")	and	Center	For	Independer	nt Living	Of	Broward,	Inc.,	a	Not	For	Profit
Corpo	ration auth	orize	d to do l	ousin	ess in the S	ate of Flo	rida	("Recipien	t").				

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. <u>Contract Documents</u>. 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. <u>Term of Contract</u>. 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. <u>City's Maximum Obligation</u>. 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. <u>Payment of Program or Activity</u>. City shall pay Recipient for performance of the program in accordance with Exhibit B Payment Schedule.
- 6. <u>Disputes</u>. 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. <u>Contract Administrators</u>. 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 <u>Corey Hinds</u> (or their authorized written designee) as further identified below.
- B. <u>Notices and Demands</u>. 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: Corey Hinds

Executive Director/CEO 4800 N. SR 7, Suite 102 Fort Lauderdale, FL 33319 Office: (954) 772-6400

Email: chinds@cilbroward.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. <u>Termination</u>. 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. <u>Force Majeure</u>. 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. <u>Insurance</u>. Recipient shall maintain insurance in accordance with Exhibit "C" throughout the term of this Contract.
- 12. <u>Indemnification</u>. 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. <u>Sovereign Immunity</u>. 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. <u>Performance Under Law</u>. 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. <u>Adherence to Law.</u> 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. <u>Independent Parties</u>. 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 indemnity 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. <u>Mutual cooperation</u>. 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. <u>No Contingent Fee</u>. 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. <u>Attorneys' Fees and Costs</u>. 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. <u>No Third Party Beneficiaries</u>. 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. <u>Public Entity Crimes Act.</u> 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Approvals</u>. Whenever CITY approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.
- 31. <u>Absence of Conflicts of Interest.</u> 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. <u>Binding Effect.</u> The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.
- 33. <u>Severability</u>. 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	
Manager, and ASCELETA HAMMOND	acknowledged before me this day of HARDIN as Mayor, GREGORY P. HARRISON as City as City Clerk of the City of Pompano Beach, Florida, a cipal 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:	Center For Independent Living Of Broward, Inc. (Print or type name of company here)
Jeff Bridges (Print or Type Name) Bridges (Print or Type Name)	Print Name: Corey Hinds Title: Executive Director/CE Business License No. 65-0292125
STATE OF FLORE DA	
COUNTY OF BROWARD	
August , 2019, by	ras acknowledged before me this 21st day of Corey Hinds Center for Independent Living of Brown fine, 2 poration or a Florida limited liability company on behalfnown to me or who has produced (type of identification) as identification.
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA Anita Diaz (Name of Acknowledger Typed, Printed or Stamped)
Anita Diaz My Commission GG 312973 Expires 03/18/2023	G.G. 312973
***************************************	Commission Number

Miscellaneous Appropriations Contract 2/21/2019 ACE

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 occurs 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 contact.

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.

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 <u>have not</u> 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.

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Organization name: Center For Independent Living Of Broward, Inc.

Program funded: Independence and Self-Sufficiency Solutions for the Disabled

Amount funded: \$5,000

Program description: The Creative Independence and Self-Sufficiency Solutions for the Disabled program provides a comprehensive and creative approach to address the needs of individuals with physical, mobility, sensory, mental and cognitive disabilities find employment. Individuals learn the skills needed to become empowered, set appropriate goals and advocate for themselves. The program includes progressive goal setting, career counseling, as well as job-related and independent living skills training. Additionally, it provides information to the consumer on how to utilize federal work incentives such as the Plan to Achieve Self-Support (PASS) program, and assistance in receiving state and federal benefits, and the Americans with Disabilities Act.

Form Name: Submission Time:

City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application May 10, 2019 8:53 am Chrome 74.0.3729.131 / OS X 73.245.0.18 503661716 26.190599441528, -80.111000061035

Browser:
IP Address:
Unique ID:
Location:

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2019-2020
Full Name of Nonprofit:	Center for Independent Living of Broward
Mission of Nonprofit:	The mission of the Center for Independent Living of Broward is to aid people with disabilities in fulfilling their goals of independence and self-sufficiency.

Brief Overview of Nonprofit:

The Center for Independent Living of Broward (CILB), a 501(c)(3) non-profit organization, helping individuals with disabilities fulfill their goals towards self-sufficiency and independent living. Since its inception in 1991, CILB has helped over 100,000 people, to live their best lives.

Services and programs to persons living with disabilities, their families, and the community provide by CILB include:

- Peer Counseling to cope with their disability and identify barriers to independence; Independent Living Skills Training such as nutrition and meal planning, shopping, cooking, self-esteem, emergency preparedness, and transportation;
- Assistive Technology Services such as assessments, demonstrations, training, distribution of specialized telephones to persons who are hearing or speech disabled, distribution of recycled durable medical equipment;
- Personal Resource Management such as budgeting skills, benefits counseling, and assisting consumers in applying for food stamps;
- Housing Assistance such as searching for affordable, accessible housing for persons with disabilities in need of a place to live, assistance in applying for Section 8 housing vouchers, removing architectural barriers in homes;
- Locating Resources for items needed such as durable medical equipment, furniture, household goods, and clothing;
- Nursing Home Transition CILB staff assists and advocates for individuals in nursing homes to live in the community and identifies and facilitates community supports; Information and Referral Services to community programs and services such as recreation, health care, and transportation;
- Employment Assistance such as job readiness skills training, preparing resumes, interviewing skills, and job development;
- Advocacy for individuals such as self-empowerment skills, knowledge of civil rights, systems advocacy such as employment, accessibility, voter's rights, affordable housing, and transportation;
- · Social/Recreation opportunities for people with disabilities; and
- High School High Tech/ Youth Services provide disabled youth educational and internship opportunities, mentoring, and leadership development.

Since its establishment, CILB has helped more than 100,000 persons with disabilities achieve their independent living goals and is the ONLY organization in Broward serving people living with all disabilities.

Nonprofit Website:	www.cilbroward.org
Which Funding Priority Does Your	Workforce Readiness
Nonprofit Qualify For:	

Type of Organization - select the one that best applies:

Human Services

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

Generous funding from the City of Pompano Beach in the amount of \$15,000 will allow the Center for Independent Living of Broward (CILB) to aid up to 25 low-income individuals living with disabilities in Pompano Beach acquire employment through its Creative Independence and Self-Sufficiency Solutions for the Disabled program. The over-all goal of the program is to work with the individual until they are able to find and maintain part-time or full-time employment helping them reduce or eliminate their need for benefits.

Creative Independence and Self-Sufficiency Solutions for the Disabled program is a comprehensive approach to addressing the special needs of individuals with physical, mobility, sensory, mental and cognitive disabilities find employment. Participants gain necessary information and skills, empowering them to advocate for themselves.

The program includes progressive goal setting, career counseling, and skills needed on the job and independent living. Information is provided to the consumer on how to utilize federal work incentives, and assistance in receiving state and federal services that lead to independence, and the Americans with Disabilities Act.

When the individual is ready for employment, CILB assists them in obtaining and maintaining employment. Follow up services are provided to the employee and the employer to be sure that the placement is satisfactory and to determine if any modifications are necessary.

Expected outcomes for the Creative Independence and Self-Sufficiency Solutions for the Disabled program:

100% of participants will receive employment readiness services and training to prepare them for work by doing things like career planning, resume writing, interviewing skills coaching, benefits counseling, etc.

100% of participants will develop and maintain functional independent living skills.

80% of participants will achieve a minimum of 75% of the goals within one year of creating their service plan.

80% of participants will demonstrate appropriate job skills in order to obtain permanent employment.

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

The Center for Independent Living's Creative Independence and Self-Sufficiency Solutions for the Disabled is a workforce readiness program fitting the guidelines and funding interests of the City of Pompano Beach, by helping people with disabilities obtain employment.

Statement of Need:

The Center for Independent Living of Broward proposes through its Independence and Self-Sufficiency Solutions for the Disabled program to provide coordinated services, specialized assessments, through the program Creative Independence and Self-Sufficiency Solutions for the Disabled to residents of Pompano Beach living with disabilities.

An estimated 14,198 or 13.7% of residents in Pompano Beach live with a disability. In 2018, 53 documented, unduplicated Pompano Beach residents received services through CILB. A critical need identified by consumers with disabilities is to become job-ready and find competitive employment. The current unemployment rate for Florida is 3.7%, a stark contrast to the 55% to 75% rate for people with disabilities. This high percentage results in an overrepresentation of a population living in poverty and relying on a fixed limited income of Social Supplemental Income (SSI) or Social Security Disability Income (SSDI).

Statistics from the US Department of Housing and Urban Development reveal individuals with disabilities are more likely to be low or very low-income due to fixed incomes through SSI and unusually high medical expenses than people without disabilities.

Information from the Florida Department of Children and Families, Adult Agency Services and Department of Elder Affairs indicates that more than 300 individuals with severe disabilities in Broward County live in a nursing home or skilled nursing facility and several hundred more are isolated in their homes.

The public benefits from Pompano Beach residents with disabilities become self-sufficient through employment. Consumers graduate from being a liability to an asset by paying taxes and contributing to their community in positive ways such as volunteering and being role models for others.

Area You Serve:

Include a Description of the Geographic The Center for Independent Living of Broward serves over 2,000 people with disabilities annually throughout all of Broward County. Funding provided by the City of Pompano Beach will be used solely to benefit residents of Pompano Beach living with disabilities.

Does Your Organization Receive Matching Funds?

Yes

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

Generous funding from the City of Pompano Beach will allow CILB to offer the Independence and Self-Sufficiency Solutions for the Disabled program to additional residents of the city to find employment. CILB receives funding for its employment and independent living services by federal, state, and local governments, as well as the kindness of private and corporate foundations. Current funding for the PASS program is through its general budget.

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

About Your Board of Directors

Board Disabled	6	
Board Minorities	2	
Board Seniors	2	
Total Board Members	11	

Program/Event Information #1

Will your organization be hosting an
event on City property?

Νo

Which are you applying for? (Program/Event)

Program

Program/Event Name

Independence and Self-Sufficiency Solutions for the Disabled

Type of Program/Event

Nonprofit Program/Seminar/Workshop

Describe the program/event succinctly:

The Creative Independence and Self-Sufficiency Solutions for the Disabled program provides a comprehensive and creative approach to address the needs of individuals with physical, mobility, sensory, mental and cognitive disabilities find employment. Individuals learn the skills needed to become empowered, set appropriate goals and advocate for themselves. The program includes progressive goal setting, career counseling, as well as job-related and independent living skills training. Additionally, it provides information to the consumer on how to utilize federal work incentives such as the Plan to Achieve Self-Support (PASS) program, and assistance in receiving state and federal benefits, and the Americans with Disabilities Act.

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

Generous funding from the City of Pompano Beach will allow the Center for Independent Living of Broward (CILB) to aid up to 25 low-income individuals living with disabilities in Pompano Beach acquire employment through its Creative Independence and Self-Sufficiency Solutions for the Disabled program. The overall goal of the program is to work with the individual until they are able to find part-time or full-time employment.

The Creative Independence and Self-Sufficiency Solutions for the Disabled program is a comprehensive and creative approach to address the special needs of individuals with physical, mobility, sensory, mental and cognitive disabilities find employment. Participants gain necessary information and skills, empowering them to advocate for themselves. The program includes progressive goal setting, career counseling, and skills needed on the job and independent living. Information is provided to the consumer on how to utilize federal work incentives, and assistance in receiving state and federal services that lead to independence, and the Americans with Disabilities Act.

Barriers to independence addressed in the program include, but are not limited to skills in:

- · Budgeting and money management
- · Meal planning and preparation
- Home and work safety
- Conflict resolution
- Advocacy
- · Communicating effectively

The Social Security Administration's (SSA) Plan to Achieve Self-Support (PASS) program is designed to help people with disabilities currently receiving or eligible for SSI/SSDI to set aside money for employment equipment, education or to start their own business, without losing benefits. The goal of the program is to increase employment for people with disabilities and earning enough to reduce or eliminate their need for benefits.

SSA work incentives are intended to give beneficiaries the support they need to move from benefit dependence to self-sufficiency. PASS allows a person to set aside income and resources (other than SSI) towards a work goal. The program is designed to help people with disabilities enter or reenter the workforce by protecting their entitlement to cash payments and/or Medicaid or Medicare. Participation in the program may make the person eligible for SSI/SSDI or to receive more in benefits.

Examples of eligible expenses through PASS would help a worker save for:

- Supplies to start a business
- Tuition, fees, books, and supplies for school or training
- Supported employment services

- · Attendant care
- Childcare
- Equipment, tools, transportation, uniforms, special clothing, and safety equipment related to their desired, documented and approved job choice.

Consumers wishing to become entrepreneurs and open their own business are referred to specialized groups including the Service Corps of Retired Executives (SCORE) and Small Business Administration (SBA). All clients have access to CILB's computer lab, specially designed for people with disabilities to aid in their job search.

Although state and federal employment programs may be available, many individuals with disabilities, particularly minorities, may not be aware of their eligibility, may have had poor prior experiences, or did not challenge being denied services that could have led to independence.

To be approved the PASS Plan must:

- ? Be in writing
- ·? Show the amount of time it will take to reach a goal
- ? Be for a job sought with an approved plan
- ? Show what resources will be used to reach a goal
- ? Tell how the individual will use money or resources toward a job goal
- ? Show how Pass funds will be separated from other income
- ? Increase the individual's chances of supporting him/herself.

PASS is a complicated and complex program. Most consumers need a great deal of help in developing and presenting their PASS plan to Social Security which must be written and approved before eligible consumers can receive an increase in benefits. CILB aids these clients with successfully completing their PASS application, while also providing work-force readiness training and other comprehensive employment and independent living services help them achieve the goals stated in their proposal.

When the plan is accepted and the individual is ready for employment, CILB will then assist them in preparing for, seeking, obtaining, and maintaining employment. Employment staff function as job coaches to assist individuals with developing, re-developing and/or enhancing skills that are necessary to obtain and maintain employment. Independent Living skills staff provide the emotional support necessary to enable the consumer to function as successfully and independently as possible. Follow up services are provided to the employee and the employer to be sure that the placement is satisfactory and to determine if any modifications are necessary.

What are the outcomes of your program/event?

The Center for Independent Living of Broward performs written pre and post assessments for the purposes of measuring outcomes and evaluating services delivered. Outcomes are measured against client needs and requests stated in the original assessment as well as overall goals of independent living and job skills, and employment. As goals and objectives are met, appropriate record notations are made and compared. Post evaluations include follow up with staff and the Employment and Benefits Director. Program outcomes will be submitted as individual services are delivered.

Expected outcomes for the Creative Independence and Self-Sufficiency Solutions for the Disabled program:

100% of participants will develop and maintain functional independent living skills.

80% of participants will achieve a minimum of 75% of the goals within one year of creating their service plan.

80% of participants will demonstrate appropriate job skills in order to obtain permanent employment.

80% of participants employed will demonstrate positive performance at their job.

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

1-50

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

25

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.

Demographics for program participants are people living with disabilities, residing in Pompano Beach. Consumers are very-low income, most likely receiving social security income (SSI) or social security disability (SSDI) benefits, and unemployed.

Start Date of Program/Event:

Oct 01, 2019

End Date of Program/Event:

Sep 30, 2020

Does your program/event have a start

Nο

Name of Program/Event Venue:

Center for Independent Living of Broward

Address of Program/Event Venue

4800 N. SR 7, Suite 102 Fort Lauderdale, FL 33319

Location:

time/end time?

Attire of Program/Event (select the one that best applies):	Business Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	CILB is thankful for the support of the community. To express gratitude to its grantees, all efforts will be made to ensure the inclusion of the City of Pompano Beach's name and logo in all appropriate collateral materials disseminated through the organization's public relations and communications.
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.

Under the Rehabilitation Act of 1978, Congress established the Center for Independent Living in response to individuals with disabilities need for core services focused on independent living skills training, peer support, information and referral, and advocacy. Since 1991, The Center for Independent Living of Broward (CILB), a 501 (c) (3) non-profit organization, has served more than 100,000 individuals with disabilities in fulfilling their goals of independence and self-sufficiency. CILB strives to enhance the lives of people with disabilities, regardless of age, in Broward, Charlotte, Collier, Glades, Hendry, and Lee counties. CILB is a consumer-driven organization focused on providing individuals with disabilities an accessible link to achieving their life's goals.

The Independent Living Philosophy

People with disabilities should be empowered to control the direction of their own lives. This means choosing their goals, plotting their course, and taking responsibility for their actions and the results. People with disabilities have the right to make their own choices and decisions and the right to make mistakes and learn/benefit from those mistakes. Centers for Independent Living (CILs) foster independence, help people with disabilities to develop networks and supports, promote self-reliance, and advocate for the inclusion and integration of people with disabilities in all aspects of community life.

PROJECT MANAGEMENT AND STAFF

CILB has a staff committed to serving people with disabilities of all ages. CILB staff's expertise comprises of advocacy, information and referral, peer support, and independent living skills training. With a majority of staff who have a disability, consumers experience first-hand a life fulfilled with possibilities.

The staff assigned to the project includes the Director of Employment and Benefits Counseling, Independent Living Skills Training as well as Information and Referral Specialists. Several staff members representing a variety of disabilities act as role models. They provide an example of someone who has successfully navigated the system of care, gained independent living and job skills, and has learned to advocate for them self and others, demonstrating a "CAN-DO" attitude.

Brian Johnson, Director of Programs

Jose Jorge Director of Employment and Benefits Counseling

Ahn Masi Gore, Independent Living Skills Training Specialist & Deaf Services

Jeffrey Escarano Information and Referral Specialist

Any other i	nformation	you	wish	to
share?				

CIL Broward provides consumer services with an annual operating budget of over \$2 million dollars, and is the only agency in Broward County to offer employment placement services and independent living skills for persons with all disabilities.

City of Pompano Beach Funding	g History
Has your organization been funded	Yes

If yes, when was the most recent year?

before by City of Pompano Beach?

2011

What was the name of program/event funded?

CDBG- Ramps to Independence: Barrier Removal for People Living with Disabilties

How much was the funding for this program/event?

25000

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 = YesIRS 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 /503661716/72077528_cilb_itemized_budget.xlsx are applying for. Annual agency budgets will not be accepted.

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

W9

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

/503661716/72077535 cilb 2019 w9.pdf

IRS Letter https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552

/503661716/72077552_cilb_irs_letter.pdf

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

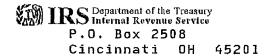
/503661716/72077556_cilb_board_of_directors.pdf

Articles of Incorporation	Articles	of	Incorpo	ration
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 $https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/s03661716/72077558_cilb_articles_of_incorporation.pdf$

Charity/Organization Contact

Name	Corey Hinds
Title	Executive Director/CEO
Email	chinds@cilbroward.org
Phone Number	(954) 772-6400
Address	4800 N. SR 7, Suite 102 Fort Lauderdale, FL 33319



In reply refer to: 0248464862 Mar. 16, 2010 LTR 4168C E0 65-0292125 000000 00

00014304 BODC: TE

CENTER FOR INDEPENDENT LIVING OF BROWARD INC % KAREN DICKERHOOF 4800 N STATE ROAD 7 STE 102

LAUD LAKES FL 33319-5811



020822

Employer Identification Number: 65-0292125
Person to Contact: Miss Campbell
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 05, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1992.

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

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

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(l)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

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

Form W-9 (Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

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

Internal	Hevenue Service Go to www.irs.gov/FormW9 for inst	ructions and the late	st inforr	mat	ion.										
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Center For Independent Living Of Broward														
	2 Business name/disregarded entity name, if different from above														
n page 3.	= 500,000 mario, distogarded entry fiditie, il diliterate from above														
	following seven boxes.									4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
is o	single member LLC									Exempt payee code (if any)					
St. St.	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partner	ship) ►												
Print or type. Specific Instructions on page	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.									Exemption from FATCA reporting code (if any)					
jeci	Other (see instructions) ▶					1		ccounts			side t	he U.S	:.)		
e Si	5 Address (number, street, and apt. or suite no.) See Instructions.	-	Request	ter's	name	and a	ddres	ss (opt	ional))					
See	4800 North State Road 7 - Suite 102 6 City, state, and ZIP code														
	Lauderdale Lakes, FL 33319														
	7 List account number(s) here (optional)												•		
Par	Taxpayer Identification Number (TIN)														
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to av	oid	Soc	cial se	curity	num	ber							
reside	p withholding. For Individuals, this is generally your social security numl nt alien, sole proprietor, or disregarded entity, see the instructions for P	art I, later. For other				_			_[
entitie	s, it is your employer identification number (EIN). If you do not have a nu	umber, see How to ge					L_	J				L			
TIN, la Note:	rer. If the account is in more than one name, see the instructions for line 1.	Also see What Name	r	or Em	plove	r ident	ifica	tion n	number						
	er To Give the Requester for guidelines on whose number to enter.	niau ace wildt ivaille i	anu [T		T	$\overline{}$	T	닉			
				6	5	- 0	2	9	2	1 2	2	5			
Part	II Certification									<u>-</u>					
	penalties of perjury, I certify that:														
2. I am Sen	n not subject to backup withholding because: (a) I am exempt from back	kup withholding, or (b)	I have r	ot k	oeen i	notifie	d by	the I	nterr				m		
	a U.S. citizen or other U.S. person (defined below); and														
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt	t from FATCA reporting	g is corr	ect.											
you ha acquis other t	ve failed to report all interest and dividends on your tax return. For real esta ition or abandonment of secured property, cancellation of debt, contributio	ate transactions, item 2 ns to an individual retire	does no ement ar	t ap	ply. F gemer	or moi nt (IRA	rtgag), an	ge inte d gen	erest erally	pald, /, pay	me	nts	ise		
Sign Here	Signature of U.S. person		Date ►	,	n I	1/2	٠٨.	a							
Ger	neral Instructions	fy that: m is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and hholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue 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 ithholding; and 6. person (defined below); and 7. this form (if any) indicating that I am exempt from FATCA reporting is correct. 8. set cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because t and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, but and the property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, latter. 8. Porm 1099-DIV (dividends, including those from stocks or mutual funds) 9. Form 1099-BISC (various types of income, prizes, awards, or gross proceeds) 9. Form 1099-BISC (various types of income, prizes, awards, or gross proceeds) 9. Form 1099-SI (proceeds from real estate transactions) 9. Form 1099-SI (proceeds from real estate transactions) 9. Form 1099-SI (proceeds from real estate transactions) 9. Form 1099-C (canceled debt) 1098-TIN), adoption 1098-TIN), adoption													
Sectio noted.	n references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (various t	уре	s of i	ncome	ə, pr	izes,	awar	ds, o	r gı	oss			
related	e developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.			tual	fund	sales	and	certa	in ot	her					
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inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer ication number (TIN) which may be your social security number	1098-T (tuition)													
(SSN),	individual taxpayer identification number (ITIN), adoption	,													
(EIN), 1	ver identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other not reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.													
returns	s include, but are not limited to, the following. 1 1099-INT (interest earned or paid)	If you do not return	ou do not return Form W-9 to the requester with a TIN, you might of the backup withholding. See What is backup withholding,												
		lator													

State of Florida Department of State

I certify from the records of this office that CENTER FOR INDEPENDENT LIVING OF BROWARD, INC. is a corporation organized under the laws of the State of Florida, filed on June 17, 1991.

The document number of this corporation is N43974.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 16, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of April, 2018



Ken Deform Secretary of State

Tracking Number: CU6906171079

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Center for Independent Living of Broward Board of Directors

Craig Lilienthal, President

Debra H. Oistacher, Vice President

Laurie I. Menekou, Secretary

Shea Smith, Treasurer

Robert Bereolos, **Director**

Jeffrey Daniel, Director

James Anderson, **Director**

Patricia Kennedy, Director

Mike Gelin, **Director**

Joseph La Belle, **Director**

Jessica Kerr, **Director**

	City of Pompano	CILB	Total
Personnel			
Salaries *	\$	\$	\$
	15,000	74,172	89,172
Fringe Benefits	\$	\$	\$
	-	14,834	14,834
Total Personnel		\$	\$
		89,006	104,006
Non Personnel			
Materials		\$	\$
		1,170	1,170
Postage	\$	\$	\$
	-	600	600
Notices/ Subscriptions	\$	\$	\$
	-	200	200
Office Supplies	\$	\$	\$
	-	1,200	1,200
Printing	\$	\$	\$
	-	600	600.00
Space Rental/ Utilities	\$	\$	\$
	-	11,040	11,040
Insurance		\$	\$
		2,500	2,500
Total Non- Personnel	\$	\$	\$
	-	17,310	17,310
GRAND TOTAL	\$	\$	\$
	15,000	106,316	121,316

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 <u>Center For Independent Living Of Broward, Inc.</u> (name of the non-profit organization) for <u>Independence and Self-Sufficiency Solutions for the Disabled</u> (title of the program) for the current fiscal year is: <u>\$5,000</u>.

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.

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

GEN	(ERAL LIABILITY:	\$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										
\overline{XX}	underground hazard	hadily injury and property damage combined									
ΛΛ	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									
AUT	OMOBILE LIABILITY:	Minimum \$10,000/\$20,000/\$10,000									
vv	and and and the forms										
XX XX	comprehensive form owned										
XX	hired										
XX	non-owned										
 DE 4	I O DEDCONAL DROBERTS										
KEA	REAL & PERSONAL PROPERTY										

R

comprehensive form	Agent must show proof they have this coverage.							
EXCESS LIABILITY		Aggregate						
other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000					

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

If Professional Liability insurance is required, Contractor agrees the (3) 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.
- Policies. Whenever, under the provisions of this Agreement, insurance is required D. of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - Names and addresses of companies providing coverage; (2)
 - Effective and expiration dates of policies; and (3)
- 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

CENTE-5 OP ID: AS

DATE (MM/DD/YYYY)

08/07/2019

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

С	ertificate holder in lieu of such endors	seme	nt(s)	•							
	DUCER				CONTA NAME:						
Gulfstream Insurance Group Inc P.O. Box 8908					PHONE (A/C, No, Ext): 954-561-2220 FAX (A/C, No): 954-566-0673						
Fort Lauderdale, FL 33310-8908					EMAIL ADDRESS:						
David Arch						NAIC#					
					INSURE	RA: Philade		ance Cos.			
INSU	RED Center for Independent L	iving	g		INSURE	RB:	<u>.</u>				
	of Broward, Inc.	Ī				INSURER C:					
	4800 N State Rd 7, Bldg F Ft. Lauderdale, FL 33319	. #1C)2		INSURE						
					INSURE						
					INSURE						
СО	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NU	MBER:		
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NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURREN		\$	1,000,000
	CLAIMS-MADE X OCCUR	Х		PHPK1877400		11/01/2018	11/01/2019	DAMAGE TO REN' PREMISES (Ea occ		\$	1,000,000
								MED EXP (Any one	person)	\$	20,000
								PERSONAL & ADV	INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$	2,000,000
	OTHER:							Empl Bene	FILMIT "	\$	\$1MIL/\$1MIL
	AUTOMOBILE LIABILITY							COMBINED SINGL (Ea accident)		\$	1,000,000
Α	X ANY AUTO		PHF	PHPK1877400		11/01/2018	11/01/2019	BODILY INJURY (F		\$	
	ALL OWNED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (F		\$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMA (Per accident)	JE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	<u>.</u> .
	DED RETENTION \$ WORKERS COMPENSATION							I PER I	I OTH-	\$	
	AND EMPLOYERS' LIABILITY Y / N							PER STATUTE	OTH- ER		
		N/A						E.L. EACH ACCIDE		\$	
	(Mandatory in NH)							E.L. DISEASE - EA		\$	
_	if yes, describe under DESCRIPTION OF OPERATIONS below			DUDIC4077400		44/04/0040	44 (04 (004 0	E.L. DISEASE - PO	LICY LIMIT	\$	#4 BALL (# 0 BALL
Α	Professional Liab			PHPK1877400			11/01/2019				\$1MIL/\$2MIL
Α	Abuse/Molestation			PHPK1877400		11/01/2018	11/01/2019	Limits			\$1MIL/\$1MIL
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES /4	COBO	101 Additional Pamarke Schodul	la may b	attached if man	a enace le roqui	ad)			
Cer	tificate Holder is Additional Insure en required by written contract.					APPR	OVED	70	am, Au	ug 1	5, 2019
CE	RTIFICATE HOLDER				CANC	ELLATION					
	City of Pompano Reach				THE	EXPIRATION	DATE THE	ESCRIBED POLICE EREOF, NOTICE Y PROVISIONS.			

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100 West Atlantic Blvd

Pompano Beach, FL 33060

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2019

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.

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 in the certificate holder in liquid found and recompet(s).

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t				•	• •	•	require an endorsemen	t. Ast	atement on			
PRODUCER					CONTACT Risk Management Department								
Commercial Lines - (305) 443-4886				PHONE (A/C, No, Ext): 866-443-8489 (A/C, No): 800-889-0021									
USI Insurance Services LLC				(A/C, No, Ext): 000-003-0021 E-MAIL ADDRESS: work.comp@trinet.com									
260°	1 South Bayshore Drive, Suite 1600				INSURER(S) AFFORDING COVERAGE NAIC #								
Coc	onut Grove, FL 33133				INSURER A : Indemnity Insurance Company of North America 43575								
INSU	RED				INSURER B:								
TriN	et HR III-A, Inc.				INSURER C:								
RE:	Center for Independent Living of Brows	ard, Ir	nc		INSURER D:								
9000) Town Center Parkway				INSURER E :								
Brac	lenton, FL 34202				INSURE	RF:							
CO/	/ERAGES CER	TIFIC	CATE	NUMBER: 14476264				REVISION NUMBER: 5	See belo	ow			
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LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT					
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$				
Ī								MED EXP (Any one person)	S				
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	OTHER:								\$				
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$				
	ANY AUTO							BODILY INJURY (Per person)	\$				
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$				
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$				
			:						\$				
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$				
	EXCESS LIAB CLAIMS-MADE]						AGGREGATE	\$				
	DED RETENTION\$								S				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR_C66084139		7/1/2019	7/1/2020	X PER OTH- STATUTE ER					
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A						E.L. EACH ACCIDENT	\$	2,000,000			
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	s	2,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	2,000,000			
1													
	RIPTION OF OPERATIONS / LOCATIONS / VEHICI												
	rkers' Compensation coverage is limited n TriNet HR III-A, Inc.	d to w	orksi/	te employees of Center for	Indepe	endent Living	of Broward, I	nc through a co-employm	ent agr	eement			
WILL	i minet in m-A, mc.							$\overline{}$					
						PPROV	/ED	Lillyspino					
By Danielle Thorpe at 9:25 am, Aug 15, 2								5, 20	19				
CEF	CERTIFICATE HOLDER												
CERTIFICATE HOLDER CAN						ELLATION							
City of Pompano Beach								ESCRIBED POLICIES BE C					
) West Atlantic Blvd.							EREOF, NOTICE WILL I Y PROVISIONS.	BE DE	LIVERED IN			
	Pompano Beach, FL 33060				700	CUDAROL MI							

AUTHORIZED REPRESENTATIVE

6: M Canl