



600 SE Third Ave, Fort Lauderdale, FL 33301
Mari-Lee Baxter/Program Director
p| 754.321.2034 f| 754.321.2706
Mari-Lee.Baxter@browardschools.com
BrowardEducationFoundation.org

August 20, 2019

Strategic Philanthropy, Inc.
Attn: Kelly Alvarez Vitale
779 NE 4th Ave.
Fort Lauderdale, FL 33304

Dear Kelly,

Please find enclosed the necessary documents to support the City of Pompano Beach Nonprofit Sponsorship.

- Signed contract by Shea Ciriago, Executive Director, Broward Education Foundation

Broward Education Foundation School Supply Center provides students in need with basic school supplies. Among the items provided free of charge to students and schools are loose-leaf paper, pink erasers, pens, pencils, crayons, calculators, rulers, student incentives and teaching supplies.

The Broward Education Foundation utilizes monetary and property donations solely to further the education of the children in the Broward County School system.

Again, on behalf of the Broward Education Foundation and the children of Broward County, our sincere thanks to City of Pompano Beach for your support.

If you need any additional documentation or have any questions, please feel free to contact me at 754-321-2034.

Sincerely,

Mari-Lee Baxter
Program Director

MISCELLANEOUS APPROPRIATIONS CONTRACT

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

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$10,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Mari-Lee Baxter (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: Mari-Lee Baxter
Program Director
600 SE 3 Ave # 1
Fort Lauderdale, FL 33301
Office: (754) 321-2034
Email: Mari-Lee.baxter@browardschools.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

Broward Education Foundation, Inc.

(Print or type name of company here)

Witnesses:

Mari-Lee Baxter
Mari-Lee Baxter
(Print or Type Name)

Colette Burns
Colette Burns
(Print or Type Name)

By: Shea Ciriago

Print Name: Shea Ciriago

Title: Executive Director

Business License No. 19-00091889

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of August, 2019, by Shea Ciriago as Executive Director of Broward Education Foundation 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 N/A (type of identification) as identification.

NOTARY'S SEAL:



Elizabeth Reynolds
Commission # FF973054
Expires: March 20, 2020
Bonded thru Aaron Notary

Elizabeth Reynolds
NOTARY PUBLIC, STATE OF FLORIDA

Elizabeth Reynolds
(Name of Acknowledger Typed, Printed or Stamped)

FF 973054
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: Broward Education Foundation, Inc.

Program funded: Broward Education Foundation School Supply Center

Amount funded: \$10,000

Program description: Host a special shopping day for city of Pompano Beach Title I Schools. Teachers come and shop for free school supplies for their students in most need and supplies for their classrooms. Invite City of Pompano Beach Officials and Elected Officials to come on the special shopping day to meet and greet teachers. By providing school supplies to the City of Pompano Beach high-need students, Broward Education Foundation School Supply Center and City of Pompano Beach helps encourage increased student engagement in the classroom and builds self-Confidence. This ties into an increased opportunity for academic success can can help change the trajectory of a student's education and life.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 7, 2019 10:43 am
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	169.139.0.40
Unique ID:	502696723
Location:	26.214000701904, -80.218597412109

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2019-2020
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Full Name of Nonprofit:	Broward Education Foundation
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Mission of Nonprofit:	Broward Education Foundation mobilizes the extended community to increase advocacy and financial support to impact student achievement.
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Brief Overview of Nonprofit:	Now in its 35th year, Broward Education Foundation raises awareness and funds for innovative teaching to increase PreK-12 student learning outcomes, school supplies for Title I school students, scholarships for qualified graduating seniors, programs and initiatives that enhance education like debate and scholastic chess, and provides fiduciary oversight for donor entrusted funds.
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Broward Education Foundation is agile, adept and responsive to shifting needs in education. Most recently responding to the tragedy at Stoneman Douglas High School, Broward Education Foundation raised \$10.5M for victims' families and survivors.

Nonprofit Website:	http://browardedfoundation.org/who-we-are/mission-vision-activation/
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Which Funding Priority Does Your Nonprofit Qualify For:	Education
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Type of Organization - select the one that best applies:	Education/Research
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Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	Host a City of Pompano Beach School Teacher Shopping Day. Invite teachers from all 19 City of Pompano Beach schools to shop and have City of Pompano Beach officials and Elected Officials present to welcome the teachers.
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For every dollar we receive in funding, we have the purchasing power to distribute \$10 in school supplies. We are able to purchase the most needed school supplies in bulk below wholesale. This funding would support 19 low-income schools during the 2019-2020 school year. By helping to ensure that every school in the City of Pompano Beach area has access to free school supplies from the Broward Education Foundation School Supply Center, we would be able to serve approximately 17,000 students.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?	Broward Education Foundation School Supply Center offers resources to schools in need and help teachers to be more effective.
Statement of Need:	Teachers across the country report spending between \$500-\$1,000 annually of their own money on school supplies and classroom materials. In schools with high levels of poverty, teachers easily exceed the average with little, if any, relief from cash-strapped districts. For families struggling to provide food and shelter, school supplies for their child simply unaffordable. Without access to the most basic school supplies, students are unprepared to thrive in school. Broward Education Foundation School Supply Center helps bring relief to teachers and students' families by offering a retail-style store where teachers obtain school supplies and educational material for free. Teachers from Broward County Public Title I schools where 52% or more of the students receive free/reduced meals are invited to shop twice per academic year. No other organization in within Broward County provides year-round school supplies to students and teachers most at need within our community.
Include a Description of the Geographic Area You Serve:	Broward Education Foundation School Supply Center serves 199 Broward County Title I Schools and serves 19 City of Pompano Beach schools. Consisting of nine (9) Elementary schools, two (2) Middle schools, two (2) Centers and three (3) Charter schools. School Supply Center serve most of the Pompano Beach Title I schools in the 33060, 33064 and 33069 zip code zone. The 33060 zip code is an area with 25.3% of families living below poverty level.
Does Your Organization Receive Matching Funds?	Yes
If Yes, please explain the matching gift partnership you have.	Consortium of Florida Education Foundations - Advancing Education in Florida Since 2001, \$46.5 million dollars has been allocated by the Florida Legislature for the School District Education Foundation Matching Grant Program which has leveraged more than double that amount in private matching dollars. For the 2018-19 school year, \$4 million will support 121 projects in 62 county-wide school districts across Florida.
Your organization will be able to provide the City documentation of your Matching Funds .	Yes
About Your Board of Directors	
Board Disabled	1
Board Minorities	10
Board Seniors	2

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

Broward Education Foundation School Supply Center

Type of Program/Event

Other

If other, please specify:

Shopping Day for City of Pompano Beach Title I Teachers

Describe the program/event succinctly:

Host a special shopping day for city of Pompano Beach Title I Schools. Teachers come and shop for free school supplies for their students in most need and supplies for their classrooms.

Invite City of Pompano Beach Officials and Elected Officials to come on the special shopping day to meet and greet teachers.

By providing school supplies to the City of Pompano Beach high-need students, Broward Education Foundation School Supply Center and City of Pompano Beach helps encourage increased student engagement in the classroom and builds self-Confidence. This ties into an increased opportunity for academic success can help change the trajectory of a student's education and life.

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

For every dollar we receive in funding, we have the purchasing power to distribute \$10 in school supplies. We are able to purchase the most needed school supplies in bulk below wholesale. This funding would support 19 low-income schools during the 2019-2020 school year. By helping to ensure that every school in the City of Pompano Beach area has access to free school supplies from the Broward Education Foundation School Supply Center, we would be able to serve approximately 17,000 students.

What are the outcomes of your program/event?

City of Pompano Beach teachers are able to shop twice a year at the center. Impacting over 17,000 City of Pompano Beach students. Over 1000 City of Pompano Beach Teachers receive over \$450 worth of school supplies for their students and classroom.

In addition, Host a special shopping day for city of Pompano Beach Title I Schools. Teachers come and shop for free school supplies for their students in most need and supplies for their classrooms.

Invite City of Pompano Beach Officials and Elected Officials to come on the special shopping day to meet and greet teachers.

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:

17000

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.

Broward Education Foundation School Supply Center serves 199 Broward County Title I Schools and serves 19 City of Pompano Beach schools. Consisting of nine (9) Elementary schools, two (2) Middle schools, two (2) Centers and three (3) Charter schools. School Supply Center serve most of the Pompano Beach Title I schools in the 33060, 33064 and 33069 zip code zone. The 33060 zip code is an area with 25.3% of families living below poverty level.

Start Date of Program/Event:

Oct 01, 2019

End Date of Program/Event:

May 15, 2020

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

Yes

Start Time of Program/Event:

02:03 PM

End Time of Program/Event:

05:00 PM

Name of Program/Event Venue:

City of Pompano Beach Teacher Shopping Day

Address of Program/Event Venue Location:

2300 W. Copans Road
Pompano Beach , FL 33069

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

Casual

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

City of Pompano Beach teachers are able to shop twice a year at the center. Impacting over 17,000 City of Pompano Beach students. Over 1000 City of Pompano Beach Teachers receive over \$450 worth of school supplies for their students and classroom.

In addition, Host a special shopping day for city of Pompano Beach Title I Schools. Teachers come and shop for free school supplies for their students in most need and supplies for their classrooms.

Invite City of Pompano Beach Officials and Elected Officials to come on the special shopping day to meet and greet teachers.

Amount Requested:	10000
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Are you applying for a second Program/Event?	No
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Additional Activities

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)	Yes
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Name of Event:	Broward Education Foundation Board of Directors Meeting
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Description of Event:	City of Pompano Beach will be invited to attend the Broward Education Foundation Board of Directors Meeting for special recognition.
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Date of Event:	Apr 01, 2020
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Start Time of Event:	08:30 AM
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End Time of Event:	09:00 AM
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Name of Event Venue:	Broward Education Foundation Board of Directors Meeting
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Address of Event Venue Location:	Broward County School Board Building 600 SE 3rd Ave Fort Lauderdale, FL 33301
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Attire of Program/Event (select the one that best applies)	Business Casual
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Additional Information

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

Broward Education Foundation School Supply Center helps bring relief to teachers and students' families by offering a retail-style store where teachers obtain school supplies and educational material for free. Teachers from Broward County Public Title I schools where 52% or more of the students receive free/reduced meals are invited to shop twice per academic year. No other organization in within Broward County provides year-round school supplies to students and teachers most at need within our community.

Any other information you wish to share?

During the 2017/2018 school year, Broward Education Foundation School Supply Center distributed over 1.5 M worth of schools supplies. Reaching over 4,000 teachers and 129,804 Title I students. Average teacher value was \$462.

To date City of Pompano Beach Schools has received over \$91,813.40 worth of school supplies from Broward Education Foundation School Supply Center. Impacting over 17,000 City of Pompano Beach students and families in low economic areas.

No other organization in within Broward County provides year-round school supplies to students and teachers most at need within our community.

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?

2018

What was the name of program/event funded?

Broward Education Foundation School Supply Center

How much was the funding for this program/event?

5000

Requested Budget Information

What is the total value your nonprofit is applying for?

10000

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/3276970/72077528/502696723/72077528_bef_itemizedbudget.pdf

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/502696723/72077535_bef_2018w9.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/502696723/72077552_bef_irsletter.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/502696723/72077556_bef_boardofdirectors.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/502696723/72077558_bef_articlesofincorporation.pdf

Charity/Organization Contact

Name

Mari-Lee Baxter

Title

Program Director

Email

Mari-Lee.baxter@browardschools.com

Phone Number

(754) 321-2034

Address

600 SE 3 Ave # 1
Fort Lauderdale, FL 33301



CINCINNATI OH 45999-0038

In reply refer to: 0248188028
Mar. 26, 2018 LTR 4168C 0
59-2359433 000000 00
00016831
BODC: TE

BROWARD EDUCATION FOUNDATION INC
600 SE 3RD AVE
FT LAUDERDALE FL 33301



21859

Employer ID Number: 59-2359433
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Mar. 15, 2018, regarding your tax-exempt status.

We issued you a determination letter in January 1985, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

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

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

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

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

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

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.

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.

Broward Education Foundation

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

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

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

600 SE 3rd Ave, 1st Floor

6 City, state, and ZIP code

Fort Lauderdale, FL 33301

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 2 3 5 9 4 3 3

Part II Certification

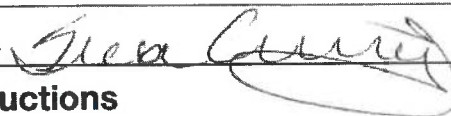
Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►



Date ►

11/19/18

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.

AMENDED AND RESTATED BYLAWS
OF THE
BROWARD EDUCATION FOUNDATION, INC.

A/K/A
The Broward Education Foundation

Article I. NAME

This Foundation's name is the Broward Education Foundation, Inc. (the "*Foundation*").

Article II. PURPOSE

The Foundation is the non-profit direct-support organization approved by the School Board of Broward County, Florida ("*School Board*") and created under Florida Statute § 1 001.453 (or its predecessor). The Foundation's exclusive purpose is to receive, hold, invest, and administer property and to make expenditures to or for the benefit of public kindergarten through 12th grade education and adult career and community education programs in Broward County, Florida. The Foundation's purpose shall be construed broadly and liberally to achieve the purposes set forth herein.

Article III. MEMBERSHIP

The Foundation has no members. **For clarification purposes, the term "Members" is used throughout these Bylaws to refer to Members of the Foundation's Board of Directors.**

Article IV. BOARD OF DIRECTORS

Section 4.1 Powers and Duties. Except as otherwise provided by applicable law or the Foundation's Articles of Incorporation ("*Articles*"), the Foundation's powers shall be exercised by and under the authority of the Foundation's Board of Directors ("*Board of Directors*") or *Executive Committee*. Except as otherwise set forth in these bylaws ("*Bylaws*") or required by applicable law, the Board of Directors or Executive Committee shall be deemed to have approved any matter coming before it if it is approved by a majority of its members in attendance at a meeting where a quorum is attained.

Section 4.2 Number of Directors; Chair and Chair-Elect Duties. The Board of Directors shall consist of at least eleven (11) but no more than forty (40) members (collectively, "*Members*"). The Board of Directors shall, at all times, have a chairperson ("*Chair*") and a Chairperson-Elect ("*Chair-Elect*"). The Chair shall have the general responsibility for the management and direction of the Foundation, subject to the Board of Directors' control. The Chair shall attend and preside over all meetings of the Board of Directors, and shall have such other duties as may be prescribed by the Board of Directors, including serving as ex-officio member of all Committees (as hereinafter defined). The Chair may vote on all questions properly coming before the Board of Directors and the Executive Committee (as hereinafter defined) on which he or she would be entitled to vote if he or she were not the presiding officer of such bodies. The Chair and Chair-Elect shall also be Foundation officers. The Chair shall have such other powers and duties as are usually vested in a chief executive officer of a Foundation not for profit organized under Chapter 617, Florida Statutes, as amended. In the absence or on the death, inability or refusal to act of the Chair, the Chair-Elect shall perform the duties of the Chair. The Chair-Elect shall have such other powers and duties as may be prescribed by the Board of

June 12, 2017

Directors. The Chair and the Chair-Elect shall be elected at every other Annual Meeting (as hereinafter defined) immediately following the election of Members. The Chair-Elect from the previous term shall automatically serve as Chair for the following term. Each of the Chair and Chair-Elect shall hold his or her office for a two (2) year term and shall remain in office until the first to occur of (a) his or her replacement takes such office, or (b) the occurrence of his or her removal, resignation or death. If the office of Chair becomes vacant for any reason, the Chair-Elect shall automatically become the Chair for the remainder of the prior Chair's term and shall remain as Chair through his or her normal term (determined as if the prior Chair had not left office early). If the office of Chair-Elect becomes vacant for any reason, the Board of Directors shall name a new Chair-Elect as quickly as possible following such vacancy (even if such is not done at an Annual Meeting).

Section 4.3 Selection and Term.

(a) One (1) Member shall be the School Board Chair ("*School Board Chair*") or his/her designee. If the School Board Chair serves, the School Board Chair's term will last so long as he or she serves as School Board Chair. If the School Board Chair's designee serves, such designee will serve at the School Board Chair's pleasure. The School Board Chair shall fill vacancies in this position.

(ii) One (1) Member shall be the Broward County Superintendent of Schools ("*Superintendent*") or his/her designee. If the Superintendent serves, the Superintendent's term will last so long as he/she serves as Superintendent. If the Superintendent's designee serves, such designee will serve at the Superintendent's pleasure. The Superintendent shall fill vacancies in this position.

(b) The remaining positions on the Board of Directors shall be filled with educational, business, industry, professional and civic leaders in Broward County that the Nominating Committee (as hereinafter defined) recommends for selection and who are approved by a Majority of the then-current Members. Members shall serve staggered terms of 3 years each with approximately 1/3 of the Business Members' terms expiring each year. The remaining Members may fill vacancies in these positions.

(c) Members are not required to reside in Broward County but must be active in Broward County.

(d) The Board of Directors may name former Members as Directors Emeritus if such former Members serve with a distinguished service record.

(e) Any Member appointed to fill a vacancy shall hold that position for the remainder of such Member's predecessor's term and may be nominated for re-election at the Annual Meeting (as hereinafter defined) occurring when such term expires.

Section 4.4 Resignation and Removal.

(a) Any Business Member may be removed with or without cause, at any time, by (i) the affirmative vote of a majority of the other Members.

(b) Any Business Member who has three (3) unexcused absences from regularly scheduled monthly Board of Directors meetings in any twelve (12) month period is automatically terminated as a member of the Board of Directors. Any Business Member who is terminated as a Member as set forth in the previous sentence may petition the Executive Committee (as hereinafter defined) for reinstatement within thirty (30) days following such termination. The Executive Committee's determination whether to reinstate such Member shall be final and binding on the Foundation and such Member. The Board of Directors shall from time to time pass resolutions setting standards for determining whether an absence from a regularly scheduled monthly Board of Director meeting is excused or unexcused.

Section 4.5 Compensation. No Member shall receive, directly or indirectly, compensation for services rendered as a member of the Board of Directors. The Board of Directors may authorize reimbursement of reasonable expenses incurred by Members in connection with Foundation business. This Subsection does not preclude the Foundation from (a) hiring Members as employees, or (b) contracting with a Member or a person affiliated with a Member.

Section 4.6 Quorum. One-third (1/3) of the Members in attendance at the beginning of any meeting or at any time during such meeting shall constitute a quorum for the transaction of business at any Board of Directors' meeting. If the number of Members is not evenly divisible in thirds, a quorum shall consist of the number which is one-third of the Members, rounded up to the nearest whole number. Regardless of the number of Members, at no time shall a quorum consist of fewer than five (5) Members. If a quorum is attained during any meeting, such quorum shall continue even if one or more Members leave the meeting and cause the number of Member in attendance to be less than one-third (1/3) of the Members. A quorum for purposes of a Board of Directors' meeting may be achieved by way of telephonic conference call so long as all members of the public attending such meeting can hear all discussions. If there is less than a quorum at any meeting of the Board of Directors, no official action of the Foundation may be taken at such meeting.

Article V. COMMITTEES

Section 5.1 Executive Committee. The Board of Directors shall elect an executive committee ("*Executive Committee*") consisting of the Board of Directors' Chair, Chair-elect and past-Chair, the Superintendent or his or her designee, the Foundation's Treasurer, Secretary and attorney and chairpersons of those committees defined in Section 5.2 The Executive Committee's Chair shall be the Board of Directors' Chair. The Executive Committee shall serve as elected by the Board of Directors' pleasure. The Executive Committee shall have and may exercise between meetings of the Board of Directors all the Board of Directors' powers to manage the Foundation's urgent/regular business needs that cannot be held until the next Board of Director meeting. Meetings of the Executive Committee may be called by its Chair or by any two (2) other members of the Executive Committee for this purpose. Except as otherwise set forth in these Bylaws or required by applicable law, the Executive Committee shall be deemed to have approved any matter coming before it if it is approved by a majority of its members at a meeting in which a quorum is attained. Notice requirements for the Executive Committee shall be the same as those for the Board of Directors. A quorum of the Executive Committee is one-half of its members. A quorum for purposes of an Executive Committee meeting may be achieved by way of telephonic conference call so long as all members of the public attending such meeting can hear all discussions. Vacancies in the Executive Committee shall be filled by the Board of Directors.

Section 5.2 Other Committees. The Chair of the Board of Directors may at any time appoint other committees for any purpose. The Board of Directors shall at a minimum appoint the following committees:

(a) Audit & Finance Committee. There shall be an Audit & Finance Committee whose responsibilities shall include fact-finding for the Board of Directors on matters relating to the financial administration of the Foundation, maintaining budget procedures and preparing the Foundation's annual budget for presentation to the Board of Directors, and review of RFP for the Annual Audit and review and approval of same.

Section 5.2 Other Committees. Cont'd

(b) Governance Committee. There shall be a governance committee ("*Governance Committee*") consisting of not fewer than three (3) Members. The Governance Committee shall present to the Board of Directors nominations for Members and the Executive Committee.

(c) Standing Committees. The Foundations Standing Committees shall be:

Strategic Planning Committee, Community Engagement Committee,
Development Committee, Marketing/Events Committee,
Scholarship Committee and Tools for Schools Committee

Section 5.3 Others Activities. Subject to the other provisions of these Bylaws, the Articles and applicable law, the Board of Directors may empower the above committees with additional responsibilities, as it deems appropriate.

Section 5.4 Committee Members. Other than as specifically set forth herein or by the Board of Directors, with respect to any particular committee, committee membership is open to non-Members including, without limitation, Foundation and School Board employees. Persons who are members of a committee created hereunder or by the Board of Directors as permitted herein are referred to herein as "*Committee Members*".

Article VI. TRUSTEES

Section 6.1 Criteria. The Board of Directors may, from time to time, establish financial commitment requirements for persons to qualify as, or qualify to name persons as, Foundation trustees or any other name designated by the Board of Directors from time to time ("*Trustees*"). The Board of Directors may establish one or more levels of Trustee membership with each level having its own financial commitments and benefits arising from such commitment. Once established, the Board of Directors may, from time to time and at any time, change such levels or financial commitments for Trustee membership.

Section 6.2 Trustees Purposes. Trustees will serve as valued advisors to the Board of Directors. Trustees shall receive personal notices of all meetings of the Board of Directors and its committees and invitations to all Foundation events. While Trustees may not vote at meetings of the Board of Directors or its committees, the Board of Directors and the committee members may seek from the Trustees and may from time to time rely upon the Trustees for input into matters that come before the Board of Directors and its committees. Notwithstanding the foregoing, Trustees are not required to attend any such meetings or events.

Article VII. OFFICERS

Section 7.1 Number and Qualifications. The Foundation's officers shall consist of the Chair, Chair-Elect, a President/CEO/Executive Director, Secretary, Treasurer, Chief Financial Officer and such other officers as the Board of Directors may from time to time appoint. Any two or more offices may be held by the same person. All officers, except the President & CEO/Executive Director, must be Foundation Members.

Section 7.2 Election and Term of Office. Foundation officers, other than the Chair and Chair-Elect which are elected in the manner set forth in Section 4.2, shall be elected annually at the Annual Meeting (as hereinafter defined) immediately following the election of the Members. Each officer, other than the Chair and Chair-Elect whose terms are set forth in Section 4.2, shall hold office until the next regular Annual Meeting or such officer's earlier removal, resignation or death.

Section 7.3 Chair/Chair-Elect. The Chair and Chair-Elect shall perform those duties prescribed for them in Section 4.2.

Section 7.4 President/CEO and/or Executive Director. The Foundation may retain a President/CEO, or a person with a different title who performs the duties of a President/CEO and/or Executive Director, who will (a) carry-out the directions given to him or her by the Board of Directors, (b) supervise the Foundation's activities, and (c) perform such other duties as are required of him by the Board of Directors. The Board of Directors may require the President/CEO and/or Executive Director to furnish bond, with a satisfactory corporate surety, for the performance of his or duties and/or the Treasurer's or Chief Financial Officer's duties in the handling the Foundations' financial resources of the Foundation in such amount and at such times as the Board of Directors may require. The Foundation shall pay the premium for such bond.

Section 7.5 Secretary. The Secretary shall record the minutes of the proceedings of the Board of Directors, see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law (including Florida's Government in the Sunshine Laws ("*Sunshine Laws*"), be custodian of the corporate records and of the corporate seal of the Foundation, and shall perform such other duties as may be assigned by the Board of Directors. The Board of Directors may choose to assign any or all of the duties of the secretary to an administrative employee of the Foundation who is not a Member.

Section 7.6 Treasurer. The Treasurer shall have custody of the funds of the Foundation, keep a full and accurate account of the Foundation's receipts and expenditures, and perform such other duties as may be assigned by the Board of Directors. The President/CEO and/or Executive Director along with the Treasurer shall arrange for an annual financial audit of the Foundation's accounts and records to be conducted and for the audit report generated from this audit to be delivered to the School Board, Florida's Auditor General and any other person in all cases as required by applicable law. The Board of Directors may retain any person, whether or not such person is a Member, to perform these duties.

Section 7.7 Chief Financial Officer. The Board of Directors may designate a Foundation employee as the Chief Financial Officer of the Foundation. The Chief Financial Officer shall perform those duties designated by the Board of Directors and, with the approval of the Board of Directors, the Treasurer and the President/CEO.

Section 7.8 Agreements. The Chair, Chair-Elect, the Foundation's President/CEO and/or Executive Director (or if that title changes, the person performing the same or similar duties for the Foundation) and/or such other persons any Officer designated by the Board of Directors shall sign all agreements binding the Foundation.

Article VIII. MEETINGS

Section 8.1 Annual Meeting. The Board of Directors' annual meeting ("**Annual Meeting**") shall be held in or about the month of October at such date, time and place as the Board of Directors shall determine.

Section 8.2 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such date, time and place as the Board of Directors shall determine. The Board of Directors may determine from time to time not to hold a regular meeting in any month for any reason determined by the Board of Directors.

Section 8.3 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chair or any two (2) Members. No business may be transacted at a special meeting unless notice of such purpose is stated in the notice of such special meeting.

Section 8.4 Notice of Meetings.

(a) **Public Meetings.** The Foundation shall provide notice to the public of all meetings where two (2) or more Members discuss any Foundation business in the manner and within the time frames required by the Sunshine Laws. All meetings between or among two (2) or more Members shall be deemed to be public meetings that are open to the public. The Foundation shall comply with all requirements of the Sunshine Laws.

(b) **Annual Meetings.** Notices of Annual Meetings and regular meetings shall be given to the Board of Directors not less than ten (10) days before the meeting.

(c) **Special Meetings.** Notice of special meetings shall be given to the Board of Directors not less than two (2) business days before the special meeting.

(d) **Contents of Notice.** Notice of any meeting given to any Member may be oral (in person or by telephone) or written (by first class mail, telecopy, or electronic mail). Such notices must state the time, date and place of the meeting, and, in the case of special meetings, must include an agenda listing the purpose(s) for which the meeting is called. If in writing, such notice is deemed to be delivered when deposited in the United States Mail or when telecopy or electronic mail transmission is complete.

(e) **Waiver of Notice.** Notice for a particular meeting to a Member may be waived in writing or by telephone by such Member. All such waivers shall be made part of the minutes of such meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting except when the sole purpose of attendance at such meeting is to assert the illegality and invalidity of the convening of such meeting. Attendance at a meeting may take the form of telephone conference call provided that all persons at such meeting (whether in person or telephonically) can be heard by the public attending such meeting.

Section 8.5 Presiding Officer. The Chair shall preside over all Board of Director meetings. In the absence of the Chair, the Chair-Elect or, in his or her absence, any other member of the Executive Committee designated by the Chair shall preside over such meetings.

Section 8.6 Meeting Procedures. Each meeting of two (2) or more Members discussing Foundation business shall, at a minimum, (a) begin with an acknowledgement that the meeting is open to the public as required by the Sunshine Laws, (b) shall include a certification by the person presiding over such meeting that public notice of such meeting have been given in accordance with the Sunshine Laws, (c) include a roll call and a determination that a quorum exist before any action is taken in such meeting, and (d) include an official adjournment of such meeting.

Section 8.7 Minutes. Minutes of all meetings of two (2) or more Members discussing Foundation business shall be kept in the manner, and shall be available for inspection, as in all cases required by the Florida Sunshine Laws

Article IX. General Provisions

Section 9.1 Fiscal Year. The Foundation's fiscal year shall begin on July 1 and end on the last day of June of the following year.

Section 9.2 Execution of Instruments. All instruments including, without limitation, notes, deeds, checks and affidavits, shall be signed on behalf of the Foundation by any two (2) of the following: the Foundation's President/CEO and members of the Executive Committee. Notwithstanding the foregoing, checks under US\$3,000.00 may be signed solely by the President/CEO and/or Executive Director or any officer of the Executive Committee provided (i) such checks are used to pay a single expenditure not exceeding US\$3,000.00 and (ii) the Treasurer has the ability to review a monthly report, including back up documentation, within ten (10) days of the end of the month, setting forth the amounts, the payees and the date of such checks and the purpose for which such checks were drawn.

Section 9.3 Depository. The depository of the Foundation shall be such bank, banks or other entities as shall be designated from time to time by the Board of Directors, in which the monies of the Foundation shall be deposited.

Section 9.4 Rules. Robert's Rules of Order (in its most recent edition at the date of its use) shall be the parliamentary authority for all matters of procedure not specifically dictated by these Bylaws or any other rules of procedure adopted by the Board of Directors.

Section 9.5 Disposition of Assets. If the Foundation is dissolved for any reason, the Board of Directors shall cause the Foundation's remaining assets upon such dissolution to be distributed to a 501(c)(3) organization that certifies to the Foundation that it use such assets for a purpose that is consistent with Foundation purposes.

Section 9.6 Compliance with F.S. §1001.453. So long as the Foundation is a direct-support organization of the School Board pursuant to F.S. §1001.453, it shall comply with the provisions of that statute and any other statute pertaining to its status as a direct-support organization. Additionally, the Foundation shall comply with any applicable requirements and rules for financial records promulgated by the State Board of Education including the delivery of audited financial statements to the School Board each year.

Section 9.7 Amendments. These Bylaws or any provisions hereof may be amended, altered or repealed by the vote of two-thirds (2/3) of the Members. If such number is not evenly divisible in thirds, the vote required shall be two-thirds rounded up to the nearest whole number.

Section 9.8 Indemnification.

(a) Indemnity. To the fullest extent permitted by applicable law, the Foundation shall indemnify, defend with counsel reasonably acceptable to such person and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, or suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Member, Trustee, officer, employee or agent of the Foundation (collectively, "*Indemnified Parties*"), against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Parties in connection with such action, suit or proceeding.

(b) Approval. Any indemnification under Section 9.8(a) above (unless ordered by a court) shall be made by the Foundation only upon the Foundation's determination that such indemnification is permitted under the circumstances under applicable law. Such determination shall be made by (i) the Board of Directors, or (ii) if a quorum of the Board of Directors is not obtainable or, even if obtainable; a majority of disinterested Members so directs, by independent legal counsel in a written opinion.

(c) Miscellaneous. The indemnification provided by this Section shall (i) not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled, and (ii) inure to the benefit of the Indemnified Parties and their heirs, executors and administrators.

(d) Insurance. The Foundation shall purchase and maintain insurance on behalf of any person who is or was a Member, Trustee, officer, employee or agent of the Foundation, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Foundation would have the power to indemnify such person against such liability under this Section.

Section 9.9 School Board Policies. Notwithstanding anything in these Bylaws to the contrary, the Foundation may not take any action that violates any School Board policy relating to employees that has been specifically delivered to the Foundation by the School Board for implementation.

Section 9.10 Gender. Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Section 9.11 Severability. Should any provisions of these Bylaws be or become unenforceable at law or in equity, such provision shall be deemed to be deleted from these Bylaws and the remaining provisions of these Bylaws shall nevertheless be and remain in full force and effect.

Section 9.12 Construction. In case of any conflict between the Articles and these Bylaws, the Articles shall control.

The undersigned officers certify that these Bylaws were amended and restated by the Board of Directors of the Foundation this _____ day of _____, 2017.

Secretary

Chairperson

June 12, 2017

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Members

.....
1

Orientation of New Board Members

.....
1

Meetings of Standing Committees of the Board

.....
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Meetings of the Board Of
Directors

.....
2

Meeting Attendance by Telephone

.....
2

Annual Meeting Agenda

.....
2

Publication of Board Minutes &
Reports

.....
3

Retention of Board Minutes and Records

.....
3

Retention of Policies, Procedures & By-Laws

.....
3

Records Retention Policy

.....
3

Annual Review of Foundation Achievements

.....
3

Approval of Major New Program Services

.....
3

Certification of Policies, Procedures and Control Systems

.....
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Search for and Selection of the Executive Director

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Salary President/CEO / Executive Director

4

Management Succession..

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Board Approvals for Senior Level Hiring and Promotions.....

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Incentive

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Loans to Management

5

Annual Review of Policies and Procedures

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5

Separations

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Perceived Violations (Whistleblower Policy)

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Communications between Board Members and Staff.....

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Board level review of IRS form

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Organizational Code of Ethics

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Conflict of Interest Policy

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Annual Conflict Of Interest Disclosure
Form

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SOLICITATION AND ELECTION OF NEW BOARD MEMBERS

Except as provided in the Bylaws, candidates for election to the Foundation's Board of Directors must be solicited by a current Board Member and must complete the current Application for Board Membership. Should a prospective Board Member directly contact the Foundation, he or she will be referred to the Foundation's Governance Committee for interview and recommendation.

Applications of prospective Directors must be submitted to all Board Members, by email or fax, at least 72 hours prior to the Board or Executive Committee meeting at which an election will be addressed.

Policy of the Foundation is to advise candidates for the Board that numerous factors are considered when evaluating prospective Directors, including factors related to overall composition of the Board by professions and other factors not related to the prospective Directors' competency to serve. Governance Committee approval is required to advance the nomination. Candidates for the Board shall not be denied the office of director on the basis of race, color, religion, sexual orientation, national origin, age, handicap or marital status.

Election to the Board requires affirmative vote of a majority of the Board of Directors.

ORIENTATION OF NEW BOARD MEMBERS

All new Board Members will be given a tour of the Foundation's facilities followed by a formal orientation presented by the President/CEO. At orientation, all Foundation policies will be provided with written acknowledgement requested.

The orientation session will address the Foundation's history, current management structure and organizational objectives. Also, it will address in detail any recent or anticipated problems or potential exposures facing the Foundation.

MEETINGS OF STANDING COMMITTEES OF THE BOARD

Standing Committees of the Board of Directors meet at the discretion of the Committees' Chairperson at times and places approved by the majority of the Committees' members.

The Board's Executive Committee is empowered to act on behalf of the Board. Otherwise, no Standing or Ad Hoc Committee is empowered to act on behalf of the Board.

Recommendations formulated by majority vote of Standing Committees will be presented to the full Board at the next regularly scheduled meeting.

Florida Sunshine Law requires that all Foundation meetings, involving 2 or more Foundation Members, at which some matter on which foreseeable action may be taken by the Board, must be open to the public, reasonable notice of such meetings must be given and minutes of the meeting must be taken.

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MEETINGS OF THE BOARD OF DIRECTORS

Regular meetings of the Foundation's Board of Directors are scheduled monthly. A list of all monthly meeting dates is provided at the Annual Meeting.

Decisions at Board Meetings require a majority vote of members present, after a quorum has been established.

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Telephone or electronic confirmation of each Board meeting is made approximately 48 hours prior to each Board meeting. Responsibility for such confirmation rests with the Board Secretary but may be delegated to an appropriate member of the Foundation's staff.

All meetings of the Board of Directors and Executive Committee are Public Meetings requiring notice of such meetings, access to the public, and written minutes.

MEETING ATTENDANCE BY TELEPHONE

Meeting attendance by telephone will constitute presence provided Director(s) have previously received the same written documentation supporting agenda items, as those Directors who attend at the meeting site.

CONSENT AGENDA

Action by written consent in the form of a Consent Agenda shall have the same force and effect as unanimous written consent of the Board of Directors without a meeting as indicated in Foundation By-laws.

ANNUAL MEETING OF THE FOUNDATION'S BOARD OF DIRECTORS

The Annual Meeting of the Board of Directors of the Foundation is held in October of each year at a time immediately preceding the regularly scheduled Board meeting for that month.

The Annual Meeting of the Foundation may be postponed at the discretion of the majority of the Board for a period not to exceed 30 days.

The agenda for the Annual Meeting will also include the following actions:

1. Election of Board Members of the Foundation
2. Election of Officers of the Foundation
3. Appointment by Chair of Board Committee Chairpersons
4. Approval of Foundation By-Laws & Governance Policies
5. Approval of the Accounting, Purchasing and Insurance Coverage Policies
6. Certification of Review of Policies by Management & Staff
7. Approval of Annual Review of Organizational Achievements & Mission
8. Conflict of Interest Policy Summary/Chairperson

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PUBLICATION OF BOARD MINUTES & REPORTS

Minutes of all regular or special Board meetings will be recorded contemporaneously and will be mailed, or emailed to all Board Members at least 3 business days before the next scheduled meeting.

RETENTION OF BOARD MINUTES AND RECORDS

The President/CEO will be responsible for maintenance of Board Minutes, related Financial Statements, and supporting materials for each Board meeting, at the Foundation's Main Office.

Audio taped records of all Board meetings will be maintained until written minutes are developed and approved.

RETENTION OF POLICIES, PROCEDURES & BY-LAWS

The President/CEO will maintain current manuals addressing the following areas: By-laws & Governance Policies, Accounting and Purchasing Policies, Insurance Coverage Policies, Job Descriptions, and Risk Review Files; and Committee Minutes and Audits and Examinations, *i.e.*, current copies of Financial and any Qualitative Services Audits.

Copies of said manual and related files are available in the office of the President/CEO.

RECORDS RETENTION POLICY

Foundation policy is to retain all important records for a period of seven years. It is the policy of the Foundation to review its Records Retention Policy/Form, annually.

ANNUAL REVIEW OF THE FOUNDATION'S ACHIEVEMENTS

At the Foundation's Annual Meeting, the President/CEO will provide a written "Annual Review of the Organization's Achievements" for the year. This review will address the Foundation's three largest Program Services initiatives (by expenses) as required by IRS Form 990, for Exempt Purposes, and it will also address management and Board accomplishments related to the year's Annual Plan.

APPROVAL OF MAJOR NEW PROGRAM SERVICES

The Foundation's Finance committee previews new program proposals and any current programs considered for elimination. Their recommendations are to be presented to the Board of Directors or Executive Committee for approval.

A majority vote of the Board of Directors or Executive Committee is required for the addition of significant new Program Services or the cessation or any significant changes to any major Program Service that was reported on the previous year's IRS Form 990.

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CERTIFICATION OF POLICIES, PROCEDURES AND CONTROL SYSTEMS

It is a policy of the Board of Directors that the Foundation's President/CEO, Program Directors and Bookkeeper will annually sign the Certification Form acknowledging receipt and understanding of all published Governance, Accounting, Purchasing and Insurance Coverage Policies. This certification is approved as an official agenda item at the Foundation's Annual Meeting.

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The Foundation's President/CEO and/or Executive Director and Financial Assistant also must certify by signature that all Affirmation Responses reported in periodic Risk Review Certification Reports are true to the best of their knowledge.

SEARCH FOR AND SELECTION OF THE PRESIDENT/CEO and/or POSITION

In the event of vacancy in the position of President/CEO and/or Executive Director, the Foundation's Executive Committee will serve as Screening Committee in the overall process of selecting a new President/CEO and/or Executive Director.

Sources for candidates will include: internal candidates who may qualify, executives with related experience, and other local executives as may be available. Resumes of prospective candidates will be screened and interviews scheduled with those candidates acceptable to the majority of members of the Executive Committee.

The Executive Committee will recommend candidates to the Board for discussion, and for vote on selection.

The President/CEO and/or Executive Director serves at the pleasure of both the School Board and the Board of Directors.

SALARY PRESIDENT/CEO and/or Executive Director

The performance of the Foundation's President/CEO and/or Executive Director is appraised in writing, annually, by the Foundation's Chairperson with input from the Executive Committee. Compensation decisions are made by the Board or the Executive Committee.

Compensation decisions must be based on external comparability data such as specifically related salary surveys and/or consultant's input. Such actions require contemporaneous substantiation of deliberations in the Board Minutes of the related meeting.

A Criminal Background Check is required for the positions of President/CEO and/or Executive Director and Foundation Bookkeeper.

MANAGEMENT SUCCESSION

In the event the President/CEO and/or Executive Director cannot be located, is incapacitated, or is otherwise unable to perform the duties associated with this position, all authorities and responsibilities of the Office of the President/CEO and/or Executive Director will pass to the Board Chairperson. Delegation of certain duties to staff will be at the discretion of the Chair. The Executive Committee maintains the discretion to appoint an interim President/CEO and/or Executive Director.

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BOARD APPROVALS FOR SENIOR LEVEL HIRING AND PROMOTIONS

Hiring for the position of Financial Assistant or a Chief Financial Officer requires interview by the Board Treasurer and Chairperson.

Any promotion to a senior level position as an officer or functional program director requires report of same to the Board or Executive Committee.

INCENTIVE PAY

Policy is not to use incentive pay plans for any position.

LOANS TO MANAGEMENT

The Foundation makes no loans to officers, directors, or employees or related entities.

REVIEW OF POLICIES AND PROCEDURES

Governance and Finance Committees will review policy manuals and policy sections, bi-annually, during September the month preceding the Annual Meeting. Changes recommended may be considered for adoption by the Foundation's Board of Directors at the Annual Board meeting to be held in October.

Any interim changes requiring Board approval will be submitted for Board or Executive Committee vote at the next regularly scheduled meeting.

The President/CEO and/or Executive Director is responsible for required changes and staff distribution of same result in up-to-date policies being in the hands of those employees required to receive them.

GRIEVANCES INVOLVING THE FOUNDATION

Any grievance against the Foundation should be brought to the attention of the Board Chairperson by the President/CEO for review purposes. The Chairperson will subsequently present both sides of the grievance to the Board of Directors for proper adjudication.

EXIT INTERVIEW / SENIOR STAFF

Senior staff members, defined as the President/CEO and/or Executive Director and Program Directors, who have resigned or been terminated, will have an exit interview conducted by the Board Chairperson, or, alternatively, by any two (2) Board Members, if requested by the Board Chairperson.

SEPARATIONS

Termination for any reason of the Foundation's President/CEO and/or Executive Director requires the approval of a majority of the Board of Directors.

Severance pay for senior staff, if any, would also require approval of a majority vote of the Board or Executive Committee.

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PERCEIVED VIOLATIONS (WHISTLEBLOWER POLICY)

The Foundation's policy is to comply fully with the spirit and the letter of all federal, state and local laws and regulations, relating to contracts and policies of the Foundation.

Any employee, who believes that the Foundation or any of its' employees is violating any law, regulation, contract, or policy of the Foundation, has a duty to report the perceived violation in writing, within 24 hours of the observation of such conduct, to the Foundation's President/CEO and/or Executive Director or Chairperson, or other Foundation Officers.

Examples of Perceived Violations would include: employee fraud, purposeful noncompliance with funding agency contracts, violation of human resources policies, conflict of interest and confidentiality policies, etc.

Employees, who provide information for investigation of Perceived Violations can be assured that the matter will be addressed in strictest confidence. Any questions regarding this policy or duty to report may, also, be addressed to the President/CEO and/or Executive Director or Board Chairperson.

In addition to the requirement for immediate reporting of perceived violations, the Foundation will also, annually, ask each employee to affirm by signature that they understand the Perceived Violations Policy and know of no violations.

Compliance with this policy is a term and a condition of continued employment with the Foundation.

ANTI RETALIATION POLICY

Under no circumstances will the Foundation retaliate against an employee who personally reports conduct that he or she reasonably believes to be a violation of law or policy.

NEPOTISM POLICY

It is the policy of the Foundation not to employ relatives of employees, officers or directors without Executive Committee approval.

COMMUNICATIONS BETWEEN BOARD MEMBERS AND STAFF

Board Members will both provide information and obtain information, only, through senior staff. Senior staff or management staff is defined as the President/CEO and/or Executive Director and Program Directors. Exceptions require notification to the President/CEO and/or Executive Director.

COMMUNICATIONS WITH THE PRESS AND MEDIA

It is the policy of the Foundation that all communication with the press or media be centralized through the President/CEO and/or Executive Director and the Board Chairperson, as may be appropriate. Staff members should refer all media questions to the President/CEO and/or Executive Director and Board Chairperson.

Board Members should also refer any media inquiries to the Board Chairperson or President/CEO and/or Executive Director, as may be appropriate. It is the policy of the Foundation to use services of public relations firms only on an as-needed basis.

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TRAVEL POLICY

The following policies have been formulated to govern company-related travel by the Foundation's President/CEO and/or Executive Director and staff:

Air Travel: All air travel will be coach class. Advance (lower) fares should be utilized whenever possible.

Rental Cars: Intermediate-sized autos are recommended.

Hotel: Hotel reservations should be made at intermediate-level chains, such as Holiday Inn, Sheraton, etc. Of course, reservations for lodgings should be at the host hotel for seminars, conventions, etc.

Spousal Travel: Spouses, who may accompany company travelers, travel at the expense of the traveler not the Foundation.

ENTERTAINMENT POLICY

Staff will be reimbursed for reasonable expenses related to entertainment providing the entertainment is business related, the staff member is present, and submits expense reimbursement forms showing the date(s) and business purpose(s) of the entertainment. When the expense is \$25 or more, a charge card or restaurant receipt or other proof of purchase must also be submitted, prior to reimbursement.

Cumulative entertainment expenses cannot exceed the annual budgeted amount for same.

EXPENSE REPORTING AND APPROVAL

Reimbursement for staff travel and cell phone expenses will be in the form of a \$100 stipend per month, per employee as designated by President/CEO and/or Executive Director and Executive Committee.

BOARD MEMBER EXPENSE REIMBURSEMENT

Approval of Board Member expenses in support of the Foundation is the responsibility of the President/CEO and/or Executive Director for approved expenses of up to \$3000.

USE OF CORPORATE PROPERTY & PERSONNEL

Use of the Foundation's property for personal use is strictly prohibited.

This policy applies to vehicles, equipment, records, goods in inventory, office or warehouse space, etc.

No Corporate property (above description) shall be stored or maintained at the personal residence of any staff member, without the approval of the President/CEO and/or Executive Director.

Personnel employed by the Foundation may not work on a part-time, full-time or temporary basis, or perform any service as a temporary contractor for vendors, other staff members or executives of the Foundation, or for Directors or their affiliated companies. Any exception to this policy must be approved by the Board or Executive Committee.

PUBLIC RECORDS POLICY

The Foundation's IRS Form 990, addressing mission and finances for the previous three years, and its Bylaws are available to the public at the Foundation's main office or from the Board Secretary. Also, IRS Form 990 is available electronically at www.guidestar.org and on the Foundation's website, exclusive of the related donor's list.

PROHIBITION ON POLITICAL INTERVENTION

The Foundation will not, directly or indirectly, participate in or intervene in any political campaign for (or in opposition to) any candidate for elective public office whether local, state or national. The Foundation will not endorse, contribute to, allow the use of its' assets or facilities, or distribute materials that favor or oppose any candidate for public office.

ACCEPTANCE OF DONATIONS

Donations, other than cash or checks or in-kind services, offered to the Foundation that would have a value of over \$5000 must be approved for acceptance by the Board of Directors or Executive Committee.

BOARD LEVEL REVIEW OF IRS FORM 990

Policy is that the Board's Finance Committee will review the Foundation's IRS form 990, prior to its submission.

BOARD REVIEW OF POLICIES MANUAL

Policy is that the Board will review the Foundation's Policy Manual, bi-annually, and will re-approve policies at the related Foundation Annual Meeting, each year.

Board members will acknowledge receipt of all policies in writing.

ORGANIZATIONAL CODE OF ETHICS

A Foundation's reputation for integrity is its most valuable asset and is determined by the conduct of its Directors, Officers and employees.

The following paragraphs provide guidance for the exercise of proper conduct.

1. Legal and Ethical Standards

The Foundation will consistently adhere to the highest legal and ethical standards applicable to its business.

- (a.) The Foundation's business will be conducted in strict observance of both the letter and spirit of applicable law, whether local, state or federal.
- (b.) In all situations, including those where there are no applicable legal principles, or the law is unclear or conflicting, business will be conducted in such a manner that the Foundation would not be embarrassed if the full facts were disclosed.
- (c.) The integrity of the Foundation and its people is of utmost importance. Even the appearance of legal or ethical impropriety must be avoided.

2. Confidential Information

Non-publicly disclosed information obtained from contractors and suppliers, as well as such information generated internally with respect to contractors, suppliers, employees, clients and the Foundation's affairs, will be safeguarded and will not be used or disclosed except in the proper conduct of Foundation business.

- (a.) Disclosure of confidential information within the Foundation will be restricted to those having a proper need for such information.
- (b.) The Foundation will disclose to the public, at the earliest appropriate time, all material developments relevant to its affairs. Such releases will be made through proper Corporate channels. In doing so, the Foundation will avoid, where possible, compromising confidential information relative to contractors, suppliers, employees and clients.

3. Misuse of Foundation Position or Property

Corporate property, services, opportunities, or confidential information, and corporate position, authority or influence accruing or available to Directors, Officers or employees on account of their affiliation with the Foundation shall not be used for personal benefit. Such individuals should not accept gifts or other favors, which may appear to influence their actions or judgment in discharge of their duties to the Foundation.

(a.) Each Director, Officer and employee shall report every instance in which the Director, Officer or employee is the recipient or donor of anything of value from or to a Foundation contractor, prospective contractor or vendor. This report should be given to the President/CEO and/or Executive Director and Board Chairperson. No gift should be accepted that would exceed \$50 in value.

(b.) Directors, Officers and employees shall not borrow from contractors, prospective contractors, or vendors, except those engaged in lending in the usual course of their business and, then, only on terms offered to others under similar circumstances. All monies so borrowed are to be reported to management and the Board of Directors.

4. Personal Responsibilities

All of the Foundation's Directors, Officers and employees should conduct their personal affairs in such a fashion that their duties and responsibilities to the Foundation are not jeopardized, and ethical and/or legal questions do not arise with respect to their association or work with the Foundation. Compliance with this code is the responsibility of every Director, Officer and employee, both with regard to their own affairs and with respect to reporting any possible violations of which they may become aware.

(a.) Community and Political Activities are encouraged provided participation is accomplished in a legal manner, and does not interfere with the discharge of work, duties or responsibilities owed to the Foundation. It must be clearly indicated that the Director, Officer or employee does not speak or act for the Foundation.

(b.) Corporate Directorships, election or appointment to public offices, commissions, boards, etc., may not be accepted by a staff member without prior approval of the Chairperson.

(c.) Personal and Financial Affairs of the Foundation's Directors, Officers and employees are expected to be conducted on a sound, moral, ethical and legal basis.

5. President/CEO and/or Executive Director

Overall direct responsibility for the code rests with the President/CEO and/or Executive Director and the Chairperson, assisted as provided herein.

(a.) Where any doubt exists, interpretation and clarification as to the applicability of this code to a particular situation should be sought from the President/CEO and/or Executive Director or Chairperson.

(b.) All amendments to this code will be first approved by the Board of Directors. The Chairperson will issue interpretation guidelines and relevant materials, as appropriate.

BROWARD EDUCATION FOUNDATION

Conflict of Interest Policy

Article **.Purpose**. This Conflict of Interest Policy ("Policy"): (a) protects the interests of the Broward Education Foundation, a Florida non-profit corporation ("Foundation"), when the Foundation contemplates entering into a transaction or arrangement that might: (i) benefit the private interest of any Influential Person; or (ii) result in a possible Excess Benefit Transaction; and (b) supplements without replacing any applicable state or federal law governing Conflict of interests applicable to nonprofit and charitable organizations.

Article II. **Definitions**.

Section 2.01 **Certain Defined Terms**. As used herein, the following terms have the following meanings: (a) "**Influential Person**" means any person who was in a position to exercise substantial influence over the affairs of the Foundation at any time during the Lookback Period, whether or not such person actually exercised such substantial influence; and (b) "**Excess Benefit Transaction**" means a transaction in which an economic benefit is provided by the Foundation, directly or indirectly, to or for the use of a Disqualified Person, and the value of the economic benefit provided by the Foundation in such transaction exceeds the value of the consideration received by the Foundation in such transaction; and (c) "**Lookback Period**" means the five-year period before the applicable Excess Benefit Transaction occurred.

Section 2.02 **Bylaw Terms**. Capitalized terms used but not defined herein and defined in the Foundation's bylaws ("**Bylaws**") have the same meanings assigned to such terms in the Bylaws unless the context in which such terms are used herein clearly requires a different meaning.

Section 2.03. **Interpretation**. In this Policy, unless the context otherwise requires: (a) the terms "**hereby**," "**hereof**," "**herein**," "**hereunder**" and any similar term used in this Policy, refer to this Policies an entirety; (b) the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "**and/or**"; (c) words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa; and (d) words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Article III. **Procedures**

Section 3.01. **Annual Disclosure**. Each influential Person shall sign a Conflict of Interest disclosure form annually that sets forth any actual or potential Conflicts of Interest involving such person. No contract or other transaction between an Influential Person or any of their Affiliates or Relatives and the Foundation where such Influential Person has an actual or potential Conflict of Interest is void or voidable due to such Conflict of Interest if: (a) the potential or actual Conflict of Interest had been disclosed to the Board of Directors; and (b) such contract or transaction is (i) approved by a majority of the members (excluding the Members with the Conflict of Interest) at a meeting where a quorum is attained, or (ii) fair and reasonable to Foundation at the time Foundation enters into it.

Section 3.02. **Duty to Disclose**. In connection with any actual or possible Conflicts of

June 12, 2017

Interest, an Influential Person must disclose the existence of the financial interest and all material facts to the Members and Committee Members considering the proposed transaction or arrangement. The mere existence of a relationship with an outside firm does not create a Conflict of Interest. However, if any Influential Person has any influence on any material business transaction of the Foundation, It is imperative that he or she discloses to the Board of Directors as soon as possible the existence of any actual or potential Conflict of Interest so the Board of Directors can establish safeguards to protect the parties.

Section 3.03. Determining Whether a Conflict of Interest Exists. After disclosing financial interest and any material facts, and after any discussions between the Members and such Influential Person, such Influential Person shall leave the Board of Director's meeting while the Board of Directors discuss and vote on such Conflict of Interest. The Members or remaining Members, as applicable, shall decide if a Conflict of Interest exists.

Section 3.04. Procedures for Addressing the Conflict of Interest.

(a) An Influential Person may make a presentation at a Board of Director's Meeting concerning a Conflict of Interest, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible Conflict of Interest to the extent permitted by law.

(b) The board of Directors shall, if appropriate, appoint a non-Influential Person or Committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the Board of Directors shall determine whether the Foundation can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person that does not have a Conflict of Interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest. The Board of Directors (not including any Influential Persons who have a Conflict of Interest with respect to the applicable matter) shall determine, by a majority vote, whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the Board of Directors shall make its decision as to whether to enter into the transaction or arrangement.

Section 3.05. Violations of the Conflicts of interest Policy.

(a) If any Member or Committee Member has reasonable case to believe an Influential Person has failed to disclose actual or possible Conflicts of Interest, he/she shall inform the Board of Directors of the basis for such belief and afford such Influential Person the opportunity to explain the alleged failure to disclose.

(b) If, after hearing such Influential Person's response and after making further investigation as the circumstances warrant, the Board of Directors determines such Influential Person has failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

Article IV. Records of Proceedings. The minutes of such Board of Director meetings shall contain:

Section 4.01. The names of the persons who disclosed or were otherwise found
June 12, 2017

to have a financial interest in connection with an actual or possible Conflict of Interest, the nature of the financial interest, any action taken to determine whether a Conflict of Interest was present, and the Board of Director's decision as to whether a Conflict of Interest in fact existed.

Section 4.02. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V. **Compensation.**

Section 5.01. A Member who receives compensation, directly or indirectly, from the Foundation for services may not vote on matters pertaining to that Member's compensation.

Section 5.02. Notwithstanding the foregoing, Members whose jurisdiction includes compensation matters and who receive compensation, directly or indirectly, from the Foundation individually or collectively, may provide information either to the Board of Directors or any Committee regarding compensation.

Article VI. **Annual Statements.** Each Influential Person shall annually sign a statement that affirms such person:

Section 6.01. Has received a copy of the Policy;

Section 6.02. Has read and understands the Policy;

Section 6.03. Has agreed to comply with the Policy; and

Section 6.04. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII. **Periodic Reviews.** The foundation shall conduct periodic reviews to ensure it: (a) operates in a manner consistent with its charitable purpose; and (b) does not engage in activities that could jeopardize its tax-exempt status. These periodic reviews shall, at a minimum, include the following subjects:

Section 7.01. Whether compensation arrangements and benefits are Reasonable, based on competent survey information and the result of arm's length Bargaining.

Section 7.02. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an Excess Benefit Transaction.

Article VIII. **Use of Outside Experts.** When conducting the periodic reviews as provided for in **Article VII**, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of Directors of its responsibility to conduct periodic reviews.

ANNUAL DISCLOSURE FORM

THE UNDERSIGNED hereby certifies to the Broward Education Foundation, a Florida not-for profit corporation ("Foundation"), that

1. The Undersigned has: (a) received a copy of the Policy; (b) read and understands the Policy; and (c) agreed to comply with the Policy.
2. The Undersigned understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
3. The attached Exhibit A sets forth any actual or potential Conflicts of Interest involving the Undersigned and the Undersigned's Affiliates and Relatives.
4. Capitalized terms used but not defined herein and defined in the Foundation's bylaws ("**Bylaws**") have the same meanings assigned to such terms in the Bylaws unless the context in which such terms are used herein clearly requires a different meaning.

IN WITNESS WHEREOF, the Undersigned signs this Annual Disclosure Form to be effective as of the set forth below.

Date: _____

Print Name _____

first name	last name	Company
Alfredo	Aguirre	Merrill Lynch, Pierce, Fenner & Smith Inc.
Valerie	Bristor	Florida Atlantic University
Myriam	Campo Goldman	Harmony Development Center Inc.
Margarita	Castellon	AT & T
Tim	Curtin	Memorial Healthcare System
Ron	Drew	Greater Fort Lauderdale Alliance
Christina	Fischer	The Fischer Group
Sharon	Glickman	Broward Teachers Union
Ric	Green	Brazilian Business Group
Renee	Grutman	Broward County Council PTAs/PTSAs
Stephanie	Grutman	Ballard Partners
Robyn	Hankerson	Johnson & Wales University
Frank	Horkey	Horkey and Associates, P.A.
Dustin	Jacobs	BrightStar Credit Union
Wilnar	Julmiste	AndersonGlenn LLP
Clover	Lawrence	Wells Fargo
Janna Peters	Lhota	Holland & Knight
Ruth	Lynch	The Florida Consortium of Public Charter Schools
Jean	McIntyre	Pompano Beach Chamber of Commerce
Ann	Murray	School Board of Broward County
Luz	Negron	Broward College
Dorothy	Orr	Former Interim Superintendent
Charles	Verner	UBS Financial Services Inc.
Dionne	Wong	

Phone #	Cell Phone :	E-Mail
954-916-2834		alfredo_aguirre@ml.com
561-297-3357		bristor@fau.edu
954-770-3999		mcgoldman@harmonydc1.org
954-267-6001	954-918-3371	margarita.castellon@att.com
954-985-7004		tcurtin@mhs.net
954-627-0130		rdrew@gflalliance.org
561-372-2627	954-802-7079	chfischer@earthlink.net
954-254-4024	954-254-4024	sharonglickmanpa@aol.com
954-257-9397	954-257-9397	rgreen@brazilianbusinessgroup.com
754-323-1200		renee.grutman@browardschools.com
954-817-8007		stephanie.grutman@gmail.com
305-892-7556		Robyn.Hankerson@jwu.edu
954-742-3001 x221	954-599-6718	fhorkey@horkeycpa.com
954-347-1418		Dustin.Jacobs@bscu.org
561-893-9192		julmiste@asglaw.com
561-307-2334		clover.lawrence@wellsfargo.com
954-468-7841	954-401-0819	janna.lhota@hklaw.com
954-612-7592		ruthlynch62@gmail.com
954-941-2940	754-244-7104	Jmcintyre@pompanobeachchamber.com
754-321-2001	954-235-0152	ann.murray@browardschools.com
(954) 201-7919	754-714-0290	lnegrona@broward.edu
954-733-2432		dorothyorr2010@gmail.com
954-527-6314	954-234-7132	charles.verner@ubs.com
954 224 1457	954-224-1457	wongdionne@gmail.com

**BLUSOURCE**

2000 E. Seward Road
Guthrie, OK 73044
405.293.6101

Quote

Sold To:

Broward Education Foundation
600 SE Third Ave
1st FL
Attn: Elizabeth Reynolds
FORT LAUDERDALE, FL 33301

Confirm To:

Hector Javier

Ship To:

Tools for Schools Broward
2300 W. Copans Road
Bay #5
Attn: Hector # 630-207-6331
Pompano Beach, FL 33069

Order Number: 0036394

Order Date: 5/2/2019

Account Manager: 0003

Customer Number: 0070998

Delivery Date Range:

6/10/2019 - 8/2/2019

Customer P.O.	Ship VIA	Liftgate	Terms	Est Ship Weight	Est Ship Volume	Est Boxes
	UPS FREIGHT	N	Net 10	3825 lbs	134 cu.ft.	182
Item Number	Description	Unit	QTY	Price	Total	
B11002	WR Filler Paper 100CT CS48	EACH	2,016	0.98	1,975.68	
B19003	Asst Clr 2-Pocket Paper Folder Blue-Green-Orange-Purple-Red-Yellow C108	EACH	3,024	0.19	574.56	
B16018	#2 Yellow Pencil 12PK Latex Free Eraser BX24	12PK	1,008	0.86	866.88	
B16002	Pink Latex Free Beveled Eraser BX24	EACH	8,016	0.20	1,603.20	
B12001	0.28oz Washable Glue Stick (8g) PVP BX24	EACH	5,016	0.24	1,203.84	
B12002	4oz Washable School Glue	EACH	1,008	0.59	594.72	
B16009	Dual Blade Barrel Sharpener BX12	EACH	6,000	0.28	1,680.00	
B16021	Colored Pencil 12PK Pre-Sharpener BX24	12PK	1,008	0.96	967.68	
B13002	Crayons 24PK BX24	24PK	1,008	0.68	685.44	

Terms:

1. Quote is valid for 30 days after receipt.
2. Please return signed quote to confirm acceptance of order.
3. Customer will be billed upon shipment of goods.
4. Payment will be due according to above listed terms.
5. Blusource reserves the right to substitute items with similar or higher quality items.

Net Order: 10,152.00

Shipping: 750.88

Less Discount: 902.88

Customer Signature _____ **Date** _____

Order Total: 10,000.00



thank you for the opportunity to serve you!

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 Broward Education Foundation, Inc. (name of the non-profit organization) for Broward Education Foundation School Supply Center (title of the program) for the current fiscal year is: \$10,000.

There will be a lump sum payment issued in advance equal to \$10,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. 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)
8/1/2019

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 Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431	CONTACT NAME: Tom Gill	
	PHONE (A/C No, Ext): 561-998-6812	FAX (A/C, No): 561-995-6708
INSURED Broward Education Foundation 600 SE Third Ave Fort Lauderdale FL 33301	E-MAIL ADDRESS: Tom_Gill@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Covington Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1686506976 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	VBA67080300	1/14/2019	1/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

APPROVED

By Danielle Thorpe at 12:12 pm, Aug 05, 2019

CERTIFICATE HOLDER City of Pompano Beach 100 W Atlantic Blvd Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2019

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 TEE & GEE UNDERWRITING MANAGERS, LP 8131 LBJ FREEWAY SUITE 750 DALLAS, TX 75251	CONTACT NAME: DELORIS MOREY PHONE (A/C, No, Ext): 352-628-9800 FAX (A/C, No): 352-628-5455 E-MAIL ADDRESS: DMOREY@DSKGROUPOINC.COM
INSURED DSK RESOURCING, INC 6715 W GROVER CLEVELAND BLVD. HOMOSASSA, FL 34446	INSURER(S) AFFORDING COVERAGE INSURER A: STATE NATIONAL INSURANCE COMPANY NAIC # 12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 2

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	X TGW900095700	1/1/2019	1/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ALTERNATE EMPLOYER, BROWARD EDUCATION FOUNDATION, INC, IS PROVIDED WORKERS COMPENSATION COVERAGE EFFECTIVE 1/1/2019 ONLY FOR EMPLOYEES LEASED FROM DSK RESOURCING, INC PURSUANT TO THE CLIENT SERVICES AGREEMENT FOR BROWARD EDUCATION FOUNDATION, INC AND DSK RESOURCING, INC

WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CERTIFICATE HOLDER NAMED BELOW:

Job: Broward Education School Supply Center 2300 W. Copans Road Pompano Beach, FL 33064

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach, FL 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 <i>Adam Goldberg</i>

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State Farm **FLORIDA AUTOMOBILE INSURANCE**
IDENTIFICATION CARD
STATE FARM

POLICY NUMBER **957 9414-A31-59B 4** CD. NUMBER **09785** EFFECTIVE DATE **JUL 31 2019**
☒ PERSONAL INJURY PROTECTION | PROPERTY DAMAGE | ☒ BODILY INJURY
NAMED INSURED **JAVIER, HECTOR** MUTL VOL
COVERAGES **A P10 C D500 G500 H R1 U3**
YR **2013** MAKE **TOYOTA** VEHICLE IDENTIFICATION NUMBER **JTMWFREV7DD009200**
AGENT **DAVE FEICK INS AGENCY INC**
PHONE **(561)737-4950** NAIC **25178**
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

APPROVED

D. Thorpe
By Danielle Thorpe at 12:13 pm, Aug 05, 2019