

APPROPRIATIONS CONTRACT

THIS CONTRACT is executed on _____, by the City of Pompano Beach ("City") and FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, 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 2025-2026 (October 1st through September 30th), the sum of Three Thousand Dollars (\$3,000.00) to Recipient, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description" (collectively the "Work") attached hereto and incorporated herein by reference, for the period beginning October 1, 2025 and ending September 30, 2026; and

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

WHEREAS, it is in the best interest of the City to enter into this contract with Recipient to provide the Work hereunder in accordance with the terms and conditions set forth herein; and

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

1. *Contract Documents.* This Contract consists of Exhibit "A", Recipients Requirements, Contractual Responsibilities and Program Description; Exhibit "B", Payment Schedule; and Exhibit "C", Insurance Requirements attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.
2. *Term of Contract.* This Contract shall be for the period beginning October 1, 2025 and ending September 30, 2026.
3. *Renewal.* This Contract is not subject to renewal.
4. *City's Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.
5. *Payment of Program.* City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit "B".
6. *Disputes.* Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City whose decision shall be final.

7. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and Recipient's Contract Administrator shall be Alice Chattman or his/her written designee.

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

If to Recipient: Alice Chattman
President
1580 NW 3rd Ave
Pompano Beach, FL 33060
Office: (954) 895-2363
Email: amchattman@gmail.com

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

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

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

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

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after

City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

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

10. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

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

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

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

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

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

13. *Sovereign Immunity.* Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and its agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

14. *Non-Assignability and Subcontracting.*

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

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Paragraph, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* in accordance with the provisions of Paragraph 26 below.

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

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

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall,

until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

In the event Recipient receives fifty thousand dollars (\$50,000.00) or more from the City, the City reserves the right to request a copy of a Grant Auditing Report conducted in accordance with the Government Auditing Standards issued by the United States Comptroller General and the provisions of OMB Circular A-133 issued by the Office of Management and Budget, Executive Office of the President. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon City's written request, this Report shall be due within one hundred and twenty (120) days of the close of the City's fiscal year.

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

18. *Independent Contractor.* Recipient shall be deemed an independent contractor for all purposes, and employees of Recipient and all its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the City. As such, the employees of Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City. Furthermore; nothing in this Contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between Recipient and City.

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

20. *Public Records.*

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

1. Keep and maintain public records required by the City in order to perform the service.
2. 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.

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. *Waiver and Modification.*

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

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

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

23. *No Contingent Fee.* Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Payment Schedule set forth in Exhibit B or otherwise recover the full amount of such fee, commission, gift or other consideration.

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

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

26. *Public Entity Crimes Act.* As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the *Convicted Vendors List* during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 7 above.

27. *Entire Contract.* This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings

concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

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

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

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

31. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

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

33. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

34. *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 Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"RECIPIENT"

FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC

(Print or type name of company here)

Witnesses:

Hendrick Kennedy
Hendrick Kennedy
(Print or Type Name)

Mary Phillips
Mary Phillips
(Print or Type Name)

By: Alice Chattman

Print Name: Alice Chattman

Title: President

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of September, 2025, by Alice Chattman as President of FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC., a Florida non for profit corporation. She is personally known to me or who has produced Driver License (type of identification) as identification.

NOTARY'S SEAL:



ELIZABETH PHILLIPS
Commission # HH 512998
Expires August 5, 2028

Elizabeth Phillips
NOTARY PUBLIC, STATE OF FLORIDA

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

HH512998
Commission Number

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

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

- iv. Pre-award costs
- v. Out-of-state travel; non-local travel expenses
- vi. Gift cards
- vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
- viii. Rentals – one day only (written justification and approval needed for additional time)
- ix. Entertainment – exceptions shall be made for community events (written justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing - (written justification and approval needed based on programming)

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

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

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

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

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

- 1st Quarterly Narrative & Financial Report (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 five thousand dollars (\$5,000.00) 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 Lump Sum narrative and financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to 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.
- 8) For contracts awarded for multiple projects, RECIPIENT shall provide separate reports for each project as outlined under Paragraph 2 above. CITY reserves the right to withhold payment if RECIPIENT fails to provide the reports as requested.

Organization Name: FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC

Program Funded: Blues & Sweet Potato Pie Festival: A Juneteenth Celebration

Amount Funded: \$3,000.00

Program Description: The Friends of the Northwest Branch Library of Pompano Beach, Inc., will utilize the City of Pompano Beach funding to assist with continued operation of the long standing community event, the Annual Blues and Sweet Potato Pie Festival that takes place in the month of June each year called Juneteenth as one of the oldest know celebration commemorating the end to slavery in the United States and has been an African American tradition since the 19th century. The celebration of this historic moment is one of the Friends major projects for the NW Branch Library of Pompano Beach. The Blues and Sweet Potato Pie Festival traditionally features lots of exciting activities and educational attractions. The event usually average between 300 to 400 residents of Pompano Beach and more from neighboring cities. The friends committee members are encouraged to wear early 1800 to 1900 period clothing to add to the effects of that time. There are motivational speakers, live entertainment from youth youth/young adults from the northwest communities, church choirs and dance groups, old time blues music, story telling,, reenactment soldiers, trackless train rides, face painting, summer reading program, plus food vendors. The collective efforts of community volunteers, businesses, agencies and the Friends helped to make this annual event a success. This will our 25th year of hosting the Blues and Sweet Potato Pie Festival in 2026

Form Name:	City of Pompano Beach Nonprofit Partnership Application
Submission Time:	May 1, 2025 6:34 pm
Browser:	Chrome 135.0.0.0 / Windows
IP Address:	73.1.171.219
Unique ID:	1340264011
Location:	26.2975, -80.1816

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2025-2026
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Full Name of Nonprofit:	Friends of the Northwest Branch Library of Pompano Beach
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Mission of Nonprofit:	<p>The Friends of the Northwest Branch Library of Pompano Beach, Inc, is a non-profit organization composed mostly of community volunteers which support the programs and objective of the Northwest Branch Library in Pompano Beach, while also promoting cooperation and communications between the library and its surrounding communities.</p>
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Brief Overview of Nonprofit:	<p>The Friends of the Northwest Branch Library of Pompano Beach, Inc., is a group dedicated to enhancing the NW Branch Library's programs by not only funds raising, but also offering our time to different activities and events that enhance the library's experiences for the children/youth and adults that utilize its services. The Friends support the library through recruitment of motivated individuals that will ad to the library personnel for events and activities.</p>
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Type of Organization:	Fair/Festivals
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Nonprofit Website:	The friends of the Northwest Branch Library of Pompano Beach, Inc., does not have a website of its own but is included on the Broward County Libraries Division website at www.broward.org
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Federal Tax ID Number:	82-1963437
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Which funding priority/sub pillar does your nonprofit qualify for?	Community Excellence: Community Events & Preserving Cultural Heritage
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How does your program/event(s) fit the funding priority/sub pillar? The Friends of the Northwest Branch Library of Pompano Beach, Inc., through its summer event, the Juneteenth Festival, fit the guidelines and interest of the City of Pompano Beach by providing the residents opportunities to enhance their cultural experience with historical and educational presentations within a community gathering. These activities help to foster awareness of the many organizations, agencies and volunteers within the City that collaborate to make these events take place and the value added as a positive agent within the local communities. The use of the funding provided by the City assists our organization to further enhance the community's participation and well being, and cultural experiences.

Statement of Need: The funding requested through this application process will assist with the financial obligations that comes with promoting and executing our well known summer community event for children/students and adults that frequent the festival. This will be our 25th Anniversary celebration, so the event budget will be higher than the average cost of the festival. The Friends of the Northwest branch Library of Pompano Beach, Inc., is requesting the amount of (\$4,000.00) in total for the event, The Blues and Sweet Potato Pie Festival.

Program/Event Information #1

Will your organization be hosting the program/event on City property? Yes

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

Program/Event Name: Blues & Sweet Potato Pie Festival: A Juneteenth Celebration

Type of Program/Event: Community Event

Share an executive summary of the program/event:

The Friends of the Northwest Branch Library of Pompano Beach, Inc., will utilize the City of Pompano Beach funding to assist with continued operation of the long standing community event, the Annual Blues and Sweet Potato Pie Festival that takes place in the month of June each year called Juneteenth as one of the oldest know celebration commemorating the end to slavery in the United States and has been an African American tradition since the 19th century. The celebration of this historic moment is one of the Friends major projects for the NW Branch Library of Pompano Beach. The Blues and Sweet Potato Pie Festival traditionally features lots of exciting activities and educational attractions. The event usually average between 300 to 400 residents of Pompano Beach and more from neighboring cities. The friends committee members are encouraged to wear early 1800 to 1900 period clothing to add to the effects of that time. There are motivational speakers, live entertainment from youth youth/young adults from the northwest communities, church choirs and dance groups, old time blues music, story telling,, reenactment soldiers, trackless train rides, face painting, summer reading program, plus food vendors. The collective efforts of community volunteers, businesses, agencies and the Friends helped to make this annual event a success. This will our 25th year of hosting the Blues and Sweet Potato Pie Festival in 2026

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

The Blues and Sweet Potato Pie Festival is a cultural awareness event that celebrates Juneteenth as a reminder of the end of slavery in the United States that features lots of exciting, yet educational attractions. There will be motivational speakers, live performances from youth/young adults in our communities and churches, old time blue music, story telling, trackless train rides, face painting, reading program, plus food vendors. The Blues and Sweet Potato Pie Festival will enhance the community's Knowledge and cultural experience regarding the period of history when slavery was ended and what that period in time looked like for African Americans. The funds for the Blues and Sweet Potato Pie Festival will be utilized for entertainment, supplies, performers and setups.

What are the proposed outcomes of your program/event?

The outcomes of the Blues and Sweet Potato Pie Festival event will provide the residents opportunities enhance their cultural experiences and awareness in the historical and educational presentations of past African American history that highlights the end to slavery in the United States.

Share the primary methodology by which you will measure the outcomes of your program/event:

We will take surveys as the patrons enter the park and leave the park.

Estimated total number of individuals expected to attend your program/event:

351-500

Please specify the number of City of Pompano Beach residents your organization will serve if the program/event is funded:

300

Describe the demographics of the population you are impacting with this program/event:

The population of the Blues and Sweet Potato Pie Festival event tend to be a majority of middle to moderate income residents. The ages in attendance range from preschool age up to 80 years or so. The majority age in attendance are generally over 30 years of age and mostly females.

Include a description of the geographic area your program/event(s) will serve and how it will impact the area:

The Blues and Sweet Potato Pie Festival event is seeking attendees from all communities in the City of Pompano Beach and the Tri-County areas to share in the historical Juneteenth celebration of America's history for African Americans. The targeted population that generally participate at this event will predominately come from the African American communities from all cities. There have always been participants from the white and brown communities in small numbers but with recent developments on social change and justice reform this could be a catalyst for a more diverse audience.

How does your organization specifically market your program/event to City of Pompano Beach residents?

EDDM mailed post cards, Social Media blasts, Flyers, Signs in the community, and posting on the Broward County Library publications/pages.

How does a City of Pompano Beach resident access the services/program your nonprofit provides?

When they arrive at the event they will have access to the information about the historical context as well as community resources provided by our vendors. Also there will be many activities for them to participate in to be immersed the the experience as desired.

Start Date of Program/Event:

Jun 13, 2026

End Date of Program/Event:

Jun 13, 2026

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

Yes

Start Time of Program/Event:

11:00 AM

End Time of Program/Event:

05:00 PM

Name of Program/Event Venue: Blues & Sweet Potato Pie Festival

Address of Program/Event Venue Location: Apollo Park
1580 NW 3rd Ave
Pompano Beach, FL 33060

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

List any benefits or partnership opportunities the City of Pompano Beach receives: The benefits for the City of Pompano Beach would be reflected in the positive investment made for the residents of the NW, SW and some NE communities in the city and showing a willingness to continue building a long standing partnership with those groups and organizations that strive to make positive impact.

Total dollar amount of the overall program/event budget: 7500

Total dollar amount being requested from the City: 4000

How will your organization use the City of Pompano Beach funding? The funds for the Blues and Sweet Potato Pie Festival will be utilized for entertainment, supplies, performers and setups.

Are you applying for a second program/event? No

Additional Activities

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

Additional Information

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

The Friends of the Northwest Branch Library of Pompano Beach, Inc. has hosted this wonderful summer event for the NW Brach Library of Pompano Beach that have been very well received by the families in the NW, SW and some NE communities for a consistent number of years. The Annual Blues and Sweet Potato Pie Festival will be hosting its 24th year in June 2024-2025. It would have been our 25th year if not for the cancellation by the Covid-19 pandemic in June 2020. This event provides a historic and educational presentation to the local and surrounding city and county residents to enhance their cultural experience of past history for African American people. For a time there were no other groups or organizations that provided an event of this magnitude consistently that has been received by the community 9over the years. Due to the recent incidents in our country that has highlighted the racial tension in America and around the world more Cities and groups have begun to create and present programs based on the celebration of Juneteenth, signaling the end to slavery in the United States. This is a good movement for the communities of color.

Other than the program/event you are applying for, how is your organization serving the residents of the City of Pompano Beach?

The Friends of the Northwest Branch Library is a 501c3, not-for-profit organization that supports the programs of the North West Branch library, while also promoting cooperation and communication between the library and its community, as we develop literacy among our neighbors and community members

Any other information you wish to share?

The Friends of the Northwest Branch Library of Pompano Beach, Inc., has enjoyed a long standing partnership with the City of Pompano Beach to provide the cultural and educational experiences for its residents and meeting the needs of children/students with school supplies for a successful school year and we look forward to continuing to work together on behalf of One Pompano Beach.

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?

2024-2025

What was the name of program/event funded?

Blues & Sweet Potato Pie Festival

How much was the funding for this program/event?

3000

Requested Budget Information

What is your organization's operational budget?

7500

What is the total value your nonprofit is applying for?

4000

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

Yes

About Your Staff and Leadership

Total Number of Employees:

0

Full Name of President/CEO/Executive Director:

Alice Chattman

**Include your
President/CEO/Executive
Director's biography:**

Alice Chattman is a Pompano Beach Resident who has been a member of the Friends of the Northwest Library for over 11 years. She volunteers at and for various causes and is serving as president for the first time in 2023.

About Your Board of Directors

Total Board Members: 3

**How many board members
contribute financially to the
organization?** 0

**Is there a formal give/get policy
for board members?** No

About Your Partnerships and Contributors

**Does your organization have any
programmatic collaborations with
other community partners? If so,
please list them and provide a
brief description of their
involvement with your
organization.** We have worked with a few local greek organizations to produce literary events, as well as worked with Homeowners groups, fraternities, sororities to help produce events that have benefited the community.

**What other funders have
supported your organization
within the past year? Please
include their levels of
contribution.** Friends of the Broward Count Library: \$1,000
Alpha Kappa Psi Fraternity: \$1,000

Financial Information

**How does your nonprofit
organization currently undergo
financial scrutiny and assurance?
Please select from one of the
applicable options:** External Financial Audit conducted by an professional auditing firm

Upload your documents: All items in this section are mandatory.

Itemized Program/Event Budget - <https://www.formstack.com/admin/download/file/17946700110>
Please provide a budget ONLY for the program/event you are applying for.

Agency Operational Budget <https://www.formstack.com/admin/download/file/17946700111>

Agency External or Internal Audit and/or a combined PDF with your organization's Balance Sheet and P&L. <https://www.formstack.com/admin/download/file/17946700112>

W9 <https://www.formstack.com/admin/download/file/17946700113>

IRS 501(c)(3) Determination Letter <https://www.formstack.com/admin/download/file/17946700114>

Articles of Incorporation <https://www.formstack.com/admin/download/file/17946700115>

Most Recent 990 Form <https://www.formstack.com/admin/download/file/17946700116>

List of Board of Directors <https://www.formstack.com/admin/download/file/17946700117>

Matching Gift Documentation

Does Your Organization Receive Matching Funds? No

President/CEO/Executive Director Contact Information

Name Alice Chattman

Title President

Email amchattman@gmail.com

Phone Number (954) 895-2363

Mailing Address 1580 NW 3rd Ave
Pompano Beach, FL 33060

Primary Nonprofit Contact

Name Felicia Frazier

Title Treasurer

Email

nwlibraryfriends@gmail.com

Phone Number

(954) 655-9359

Certification and Authorization

**I HEREBY CERTIFY BY READING
AND SELECTING EACH
STATEMENT LISTED BELOW THAT
THE:**

Applicant certifies that information contained in this application is complete and accurate. = Select to Agree

Applicant certifies that their organization is a Not For Profit Corporation authorized to do business in the State of Florida. = Select to Agree

Applicant has read and understands the application instructions and requirements of the program. = Select to Agree

Applicant agrees that if recommended for funding, the nonprofit will attend the Mandatory Nonprofit Orientation Workshop and that they will participate in a Nonprofit Program Services Fair as required by the City. = Select to Agree

Applicant certifies that the awarded program/event(s) will serve City of Pompano Beach residents. = Select to Agree

Applicant acknowledges that a recommended award letter is subject to commission approval. = Select to Agree

Applicant acknowledges that only an executed contract with the City authorizes the initiation of program/event services or activities and incurring expenditures. = Select to Agree

Applicant acknowledges that narrative and financial reporting will be required and the organization will meet the assigned deadlines as set forth by the City. = Select to Agree

Applicant acknowledges that the program/event(s) will be completed by the end of the contract term. = Select to Agree

Applicant certifies that the organization has the capacity to comply with all requirements of the program/event(s). = Select to Agree

Applicant will not use funds for disallowed expenditures as set forth by the City. = Select to Agree

Applicant confirms that the organization has an anti-discrimination policy. = Select to Agree

Applicant acknowledges that the program/event(s) submitted will not be eligible to receive funding for if the program/event(s) receives a separate grant from the City for the same program. = Select to Agree

Applicant acknowledges that current policies for general liability, sexual molestation, automobile and workers compensation insurance are required to contract with the City. = Select to Agree

Applicant understands that the submission of their funding request does not guarantee the organization will be selected to receive funding. = Select to Agree

Applicant acknowledges that all information submitted in the partnership application along with any email or correspondence you provide to the City of Pompano Beach becomes a public record and may be subject to disclosure to anyone who requests it under the State's Public Records Laws, to another government agency as required by state or federal law; and/or in response to a court or administrative order, subpoena or search warrant. Your application may be subject to inspection and copying by the public, unless an exception in law exists. = Select to Agree

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

DEPARTMENT OF THE TREASURY

Date:

FEB 08 2018

FRIENDS OF NORTHWEST BRANCH OF
POMPANO BEACH INC
1580 NW 3 AVENUE
POMPANO BEACH, FL 33060-0000

Employer Identification Number:
82-1963437

DLN:

26053756002097

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

September 30

Public Charity Status:

509(a)(2)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

December 20, 2017

Contribution Deductibility:

Yes

Addendum Applies:

Yes

Dear Applicant:

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

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

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

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

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

Letter 947

FRIENDS OF NORTHWEST BRANCH OF

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Addendum

FRIENDS OF NORTHWEST BRANCH OF

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.

Based on the information submitted in your application, we're treating your Form 1023-EZ as an application for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is the submission date of your application.

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Felicia Frazier	
2 Business name/disregarded entity name, if different from above. Friends of the Northwest Branch of Pompano Beach, Inc.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1580 NW 3rd ave	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach FL 33060	
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	2	-	1	9	6	3	4	3 7

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 **5/1/2024**

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**Electronic Articles of Incorporation
For**

N11000003191
FILED
March 29, 2011
Sec. Of State
rdunlap

FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC

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

Article I

The name of the corporation is:

FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC

Article II

The principal place of business address:

1580 NW 3 AVENUE
POMPANO BEACH, FL. 7 33060-544

The mailing address of the corporation is:

1580 NW 3 AVENUE
POMPANO BEACH, FL. 7 33060-544

Article III

The specific purpose for which this corporation is organized is:

TO PROMOTE EDUCATIONAL AND CHARITABLE ACTIVITIES WITHIN THE
MEANING OF SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
TO ASSIST IN THE PROMOTION AND DEVELOPMENT OF THE NORTHWEST
BRANCH, ITS SERVICES AND TO FOSTER PUBLIC SUPPORT

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

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

FELICIA MOORE
1580 NW 3 AVENUE
POMPANO BEACH, FL. 33060

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

Registered Agent Signature: FELICIA MOORE

N11000003191
FILED
March 29, 2011
Sec. Of State
rdunlap

Article VI

The name and address of the incorporator is:

FELICIA MOORE
1580 NW 3 AVENUE

POMPANO BEACH, FLORIDA 33060-5447

Electronic Signature of Incorporator: FELICIA MOORE

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
FELICIA MOORE
1580 NW 3 AVENUE
POMPANO BEACH, FL. 33060-544 7

Title: VP
WILLIE GREEN
1580 NW 3 AVENUE
POMPANO BEACH, FL. 33060-544 7

Title: SEC
BETTY LAWSON
1580 NW 3 AVENUE
POMPANO BEACH, FL. 33060-544 7

Title: TRES
ROSE GREEN
1580 NW 3 AVENUE
POMPANO BEACH, FL. 33060-544 7

Article VIII

The effective date for this corporation shall be:

04/01/2011

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N11000003191

Entity Name: FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC

Current Principal Place of Business:

1580 NW 3 AVENUE
POMPANO BEACH, FL 33060--544

Current Mailing Address:

1580 NW 3 AVENUE
POMPANO BEACH, FL 33060--544 7

FEI Number: NOT APPLICABLE

Name and Address of Current Registered Agent:

MOORE-FRAZIER, FELICIA
1580 NW 3 AVENUE
POMPANO BEACH, FL 33060 US

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: FELICIA MOORE-FRAZIER

Electronic Signature of Registered Agent

03/16/2025

Date

Officer/Director Detail :

Title PRESIDENT
Name CHATTMAN, ALICE
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060

Title VP
Name ABRAMS, SHERRY
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060

Title TRES
Name FRAZIER, FELICIA
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060

Title SECRETARY
Name FRAZIER, FELICIA
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: FELICIA FRAZIER

TREASURER

03/16/2025

Electronic Signature of Signing Officer/Director Detail

Date

FRIENDS CHAPTER FINANCIAL REPORT FOR FISCAL YEAR 2023/2024
October 1 – September 30

Page 1 of 2

A. Beginning Cash Balance as of 10/1/2023	\$ 2,475.48
INCOME/REVENUE (By IRS Form 990 Item number)	
(1b) Membership dues	\$ 95.00
(1f) Contributions, Gifts, Grants (<i>Income from Book Fairs</i>)	\$ 8,645.00
(3) Investment income (<i>Income from interest or dividends</i>)	\$
(10a) Gross Sales of Inventory (<i>Coffee Shops, Gift Shops, computer accessories, etc.</i>) Sales of items purchased for resale. If tax is paid, exclude the tax.	\$ 135.00
(11) Other/Miscellaneous Income/Revenue (<i>Income from programs, luncheons, food event</i>)	\$ 1,165.00
B. Total Income/Revenue	\$ 10,040.00

Financial Summary for 2023/2024

A. Beginning Cash Balance as of 10/01/2023	\$ 2,475.48
B. Total Income/Revenue	\$ 10,040.00
C. Total Expenses	\$ 8,595.10
D. Ending CASH Balance as of 9/30/2024 $A + B - C = D$	\$ 3,920.38
E. Ending Bank Balance shown on September 30 th Bank Statement	\$ 3,920.38

Number of Members 7

CHAPTER NAME: Friends of the Northwest Library TELEPHONE NUMBER: (954) 655-9359

EMAIL: nwllibraryfriends@gmail.com

I certify that this information is correct to the best of my knowledge

SIGNATURE OF PREPARER: [Signature]

DATE: 12/18/2024

FRIENDS CHAPTER FINANCIAL REPORT FOR FISCAL YEAR 2023/2024
October 1 – September 30

Page 2 of 2

EXPENSES (By IRS Form 990 Item number) (See examples in parenthesis)

(11)	Fees for services	
(11b)	Legal (Attorney fees)	\$ _____
(11c)	Accounting fees	\$ _____
(12)	Advertising and promotion (<i>Buttons, bumper stickers, t-shirts with logo</i>)	\$ <u>1,492.00</u>
(13)	Office expenses (<i>postage, supplies</i>)	\$ _____
(14)	Information Technology (<i>Website development and maintenance, web hosting</i>)	\$ _____
(17)	Travel (<i>Library Days in Tallahassee</i>)	\$ _____
(19)	Conferences, Conventions, Meetings (<i>Florida Library Conference (FLA), American Library Conference (ALA), FF&B Regional Workshops, staff development fees</i>)	\$ _____
(24)	Other	
(24a)	Bank Fees	\$ _____
(24b)	Cost of Goods Bought to Sell (<i>Coffee Shop & Gift Shop</i>) If sales tax is paid, include the tax.	\$ _____
(24c)	Equipment Rental & Maintenance	\$ <u>695.00</u>
(24d)	Furniture & Equipment (<i>Purchases for both Friends and the library</i>)	\$ _____
(24e)	Hospitality (<i>Refreshments and supplies for meetings or social events, including the Umbrella breakfast. Refreshments for programs should be charged to Programs</i>)	\$ <u>75.45</u>
(24f)	Membership Dues (<i>Dues paid to other organizations, United for Libraries, FLA, etc.</i>)	\$ _____
(24g)	Other Grants & Allocations (<i>Memorials, Florida Honor Roll donations</i>)	\$ _____
(24h)	Printing & Publications (<i>Newsletters, brochures, flyers, letterhead</i>)	\$ _____
(24j)	Programs & Honorariums (<i>Refreshments for programs</i>)	
	Adult	\$ <u>3,767.65</u>
	Youth	\$ <u>1,575.00</u>
	Friends Events (<i>Recognition Lunches, Annual Meetings, Holiday Parties, etc.</i>)	\$ <u>500.00</u>
(24k)	a. State Licensing fees (<i>Annual fee to Florida Division of Corporations</i>)	\$ <u>70.00</u>
(24l)	Books and/or other items purchased for the library collection	\$ _____
(24m)	All Other Unspecified Expenses. Please list expense: Veterans Sec. Corp	\$ <u>420.00</u>
		\$ _____

C. Total Expenses

\$ 8,595.10

Friends of the Northwest Branch of Pompano Operational Budget

EXPENSES

Projection for the year	\$7,500
Revenue	\$7,000
Expenses	\$6,500

YEARLY REVENUE

Revenue	Amount
Dues	\$150
Grants/Donations	\$6,000
Fundraisers	\$800
Other	\$50

YEARLY EXPENSES

Expenses	Amount
Performers/Entertainers for Annual Events	\$4,000
Advertising	\$1,500
Supplies	\$500
Other	\$500

Friends of the Northwest Library Itemized Budget

Blues & Sweet Potato Pie Festival

Salaries & Performers	\$2000
Supplies & Equipment	\$1000
Advertising	\$1000
Total	\$4000

Exhibit "B"
Payment Schedule – Lump Sum Payment

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 FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC for Blues & Sweet Potato Pie Festival: A Juneteenth Celebration for the current fiscal year is: Three Thousand Dollars (\$3,000.00).

There will be a lump sum payment issued in advance equal to Three Thousand Dollars (\$3,000.00). 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 lump sum narrative and 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.

All payments and reporting requirements apply for each project which is a part of the awarded contract.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

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

* Policy to be written on a claims incurred basis

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

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

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

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

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

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

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

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

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

Florida Automobile Insurance Identification Card

Insurer: Progressive Select Insurance Co - 02960

Policy Number: 940020386

APPROVED

By Daniel Beecher at 12:51 pm, Sep 04, 2025

Effective Date: 07/06/2025

Expiration Date: 01/06/2026

**[X] Personal Injury Protection
Benefits/Property Damage Liability**

[X] Bodily Injury Liability

See policy and outline of coverage;
damage to a rental vehicle is covered
to the extent shown therein.

Named Insured(s):

Alice M Chattman

Year Make
2025 HYUNDAI

Model
SANTA CRUZ

VIN
5NTJA4DE8SH139234

2011 HONDA

CR-V

5J6RE3H31BL051141

NAIC Number: 10192

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

FOLD

FOLD

FOLD

See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.



APPROVED

By Daniel Beecher at 12:52 pm, Sep 04, 2025

Finance and Administrative Services Department

RISK MANAGEMENT DIVISION – Insurance & Contracts Section

115 S Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7859 • FAX 954-357-5456

November 25, 2024

Re: Certification of Self-Insurance
January 1, 2025 – December 31, 2025

To Whom it may Concern:

Broward County / Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida.

The Liability program, in effect since May 10th, 1977, operates in accordance with Florida Statutes, 768.28, and provides statutory limits on a basis for liability without waiver of Sovereign Immunity. This is a fully funded self-insured and self-administered program.

The Workers Compensation program operates in compliance with and under the auspices of Florida Statute, Title 31 Labor / Chapter 440 Workers' Compensation. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess of loss coverage.

Kind Regards,

Digitally signed by Christopher Clouse
Date: 2024.11.25 11:48:09 -05'00'
Adobe Acrobat version: 2024.001.20615

Christopher Clouse, CPCU, ARM, AAI
Assistant Director, Acting
Broward County Risk Management

9/3/2025

APPROVED *Daniel Beecher*
By Daniel Beecher at 12:52 pm, Sep 04, 2025

Friends of the Northwest Branch of Pompano Beach
1580 NW 3rd Ave.
Pompano Beach, FL 33060

Dear Ms. Chattman:

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation Insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Boulevard, Pompano Beach 33060. If you have any questions about this letter, please telephone me at 954.786.4065 or reach out via email at joshua.watters@copbfl.com, copying Kelly Vitale at Strategic Philanthropy at kelly@strategicphilanthropyinc.com.

Sincerely,

Joshua Watters
Budget Director
City of Pompano Beach

Friends of the Northwest Branch of Pompano Beach has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. **Friends of the Northwest Branch of Pompano Beach** agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Signature 

Date 9/3/2025

Felicia Frazier, Treasurer
Name and Title (print)