

APPROPRIATIONS CONTRACT

THIS CONTRACT is signed on _____, by the City of Pompano Beach ("City") and FRIENDS OF THE NORTHWEST BRANCH OF POMPAÑO 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 2022-2023 (October 1st through September 30th), the sum of \$1,000 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, 2022 and ending September 30, 2023; 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; and

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, 2022 and ending September 30, 2023.
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 Willie Cameron 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: Willie Cameron
Vice-President
1916 NW 5th Way
Pompano Beach, FL 33061
Office: (954) 782-6241
Email: willie_cameron@comcast.net

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 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.

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

21. *Governing Law.* 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 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 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.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

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:

Consuelo Lewis

Consuelo Lewis
(Print or Type Name)

[Signature]

Gladys Camero
(Print or Type Name)

By: [Signature]

Print Name: Felicia Frazier

Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 30 day of August, 2022, by FELECIA MOORE FRAZIER 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 _____ (type of identification) as identification.

NOTARY'S SEAL:



Kayla Smith
Comm. #GG343878
Expires: June 11, 2023
Bonded Thru Aaron Notary

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kayla Smith
(Name of Acknowledger Typed, Printed or Stamped)

GG343878
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 \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

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

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

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

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

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

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

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

Failure from the RECIPIENT to provide a Quarterly or 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: Community Back To School Fun Day

Amount Funded: \$1,000.00

Program Description: The Annual Community Back To School Fun Day event generally takes place in the month of August just before the children/students return to another year of school for Elementary to College ages. The Community Back To School Fun Day features a fun filled day for a large number of children/students within the NW, SW and some NE communities of Pompano Beach. This event includes handing out approximately 1300 to 1500 backpacks filled with essential school supplies, fun games, exhibitors, free food items, health screenings, educational mentors, financial and self help resources, free tennis shoes, hair cuts, and music. The event relies on partnerships and donations to fulfill its mission. Due to the Covid-19 protocols and missed steps we were not able to provide an actual event although school supplies were given out. This will be our planned 19th year of the Community Back To School Fun Day for 2022/2023.

Form Name: City of Pompano Beach Nonprofit Sponsorship Application
Submission Time: April 28, 2022 2:38 pm
Browser: Chrome 100.0.4896.127 / Windows
IP Address: 73.124.177.115
Unique ID: 958577628
Location: 26.2281, -80.1648

About Your Organization

Which Fiscal Year Is Your Organization Applying For? 2022-2023

Full Name of Nonprofit: Friends of the Northwest Branch Library of Pompano Beach, Inc.

Mission of Nonprofit: 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 objectives of the Northwest Branch library in Pompano Beach, while also promoting cooperation and communications between the library and its surrounding communities.

Brief Overview of Nonprofit: 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 fund raising, but also 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 personnel for events and activities.

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.

Which Funding Priority Does Your Nonprofit Qualify For: Community Events

Type of Organization - select the one that best applies: Fair/Festivals

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

The Friends of the Northwest Branch Library, Inc. will utilize the City of Pompano Beach funding to assist with the continued operation of two (2) long standing community events. The first will be the Annual Blues and Sweet Potato Pie Festival : A Juneteenth Celebration that takes place in the month of June each year as one of the oldest known 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 local youth/young adults from the northwest communities, church choirs and dance groups, old time blues music, story telling, reenactment soldiers, face painting, summer reading programs, plus food vendors. The collective efforts of the community volunteers, businesses, agencies and the Friends help to make this annual event a success. The Blues and Sweet Potato Pie Festival is being planned once again outside at one of the community local parks for 2022/2023.

The second event provided with the City of Pompano Beach funding will be the Annual Community Back To School Fun Day generally held in the month of August just before the children/students return to another year of school for Elementary to College ages. The Annual Community Back To School Fun Day event features a fun filled day for a large number of children/students in the NW, SW, and some NE sections of Pompano Beach. This event includes handing out 1300 to 1500 or more backpacks filled with essential school supplies, fun games activities, exhibitors, free food items, health screenings, educational mentors, financial and self help resources, free tennis shoes, and music. The event relies on partnerships and donations to fulfill its purpose. Last year the scheduled drive thru backpack give away was cancelled at the last minute due the threat of Tropical Storm Fred. The plan was revised to give out backpack and school supplies to the local schools for dissemination. With the City opening up for public events we now plan to host our 19th year in 2022/2023 for the Community Back To School Fun Day to a diverse population of children/students preparing to meet another year of furthering their education and purpose in life.

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

The Friends of the Northwest Branch Library of Pompano Beach, Inc. through both of its summer events 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 allow for these events to 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, provide assistance to children/students through educational supplies and cultural experiences.

Statement of Need:

The funding requested through this application process will assist with the financial obligations, although annually increasing, that comes with promoting two (2) major well known summer time community events for children/students and adults that frequent each of these events. The Friends of the Northwest Branch Library of Pompano Beach, Inc. is again requesting the amount of (\$3,000.00) in total for both events. The Blues and Sweet Potato Pie Festival (\$2,000.00) and the Community Back To School Fun Day (\$1,000.00)

Include a Description of the Geographic Area You Serve:

The Blues and Sweet Potato Pie Festival event receives attendees from all communities within 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 has always been participants from the white and brown communities in smaller numbers.

The Community Back To School Fun Day event serves a more localized population from the NW, SW and some of the NE communities within the City of Pompano Beach. This is due in part to other organizations, groups and cities providing similar backpack giveaway event. Other factors that limit the scope and size of the population served is the enormous number of children/students showing up at the event would naturally overwhelm the school supplies, free food items, supporters supplies and manpower for that day. Even with the additional funding applied for through the City of Pompano Beach in recent years it would be difficult and unsafe to manage and supply larger groups present on that day.

About Your Board of Directors

Board Disabled 0

Board Minorities 3

Board Seniors 1

Total Board Members

3

Program/Event Information #1

Will your organization be hosting an event on City property? Yes

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

Program/Event Name Blues and Sweet Potato Pie Festival

Type of Program/Event Community Event

Describe the program/event succinctly: The Blues and Sweet Potato Pie Festival is a cultural awareness event that celebrates Juneteenth as a reminder of the end to slavery in the United States that features lots of exciting, yet educational attractions. There will be motivational speakers, live performances from youth/young adults within our communities and church, old time blues music, story telling, face painting, reading programs, plus food vendors.

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem? The Blues and Sweet Potato Pie Festival will enhance the community's knowledge and cultural experiences 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 Pies Festival will be utilized for entertainment, supplies, performers and setups.

What are the outcomes of your program/event? The outcomes of the Blues and Sweet Potato Pie Festival event will be to provide the residents opportunities to 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, not to mention a wonderful outing together.

Estimated # of Attendees at the Program/Event (select the one that best applies) 351-500

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 300

Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

The 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 in age from preschool up to 80 years or so. The majority age in attendance are generally over the age of 30 years of age and mostly females.

Start Date of Program/Event: Jun 17, 2023

End Date of Program/Event: Jun 17, 2023

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 and Sweet Potato Pie Festival

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

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

List any Benefits or Amenities the City of Pompano Beach Receives: The benefits for the City of Pompano Beach would continue to be reflected in the positive investment made for the residents of the NW, SW and some NE communities within the City and showing the willingness to continue building a long lasting partnership with those groups and organizations that strive to make positive impacts.

Amount Requested: 2000

Are you applying for a second Program/Event? Yes

Program/Event Information #2

Will your organization be hosting an event on City property? Yes

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

Program/Event Name Community Back To School Fun Day

Type of Program/Event Community Event

Describe the program/event succinctly: The Annual Community Back To School Fun Day event generally takes place in the month of August just before the children/students return to another year of school for Elementary to College ages. The Community Back To School Fun Day features a fun filled day for a large number of children/students within the NW, SW and some NE communities of Pompano Beach. This event includes handing out approximately 1300 to 1500 backpacks filled with essential school supplies, fun games, exhibitors, free food items, health screenings, educational mentors, financial and self help resources, free tennis shoes, hair cuts, and music. The event relies on partnerships and donations to fulfill its mission. Due to the Covid-19 protocols and missed steps we were not able to provide an actual event although school supplies were given out. This will be our planned 19th year of the Community Back To School Fun Day for 2022/2023.

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

The Community Back To School Fun Day event will provide a large number of children/students first with the opportunity to enjoy and have a fun filled day with their family and friends while sharing in a number of activities provided by a host of community organizations, groups, businesses and volunteers. Second, there will be free food and drinks for all, parents will be able to get health screening for their children, free tennis shoes will be given out, college students receive financial information and guidance on banking for school and children/students will experience competitive sports and games for the day. Before the day is over all children/students (while supplies last) will get a backpack filled with essential school supplies to begin the up coming school year.

What are the outcomes of your program/event?

The outcomes of the Community Back To School Fun Day event is the reward of having a day of fun, free food, the experiences had by all in attendance and receiving the necessary tools to begin the next school year properly prepared. The children/students and their families will also gain the trust and knowledge that their City and community groups care about their needs and are willing to do something towards that objective.

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

1,001-5,000

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

1200

Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

The population that attends the Community Back To School Fun Dat event range in income from moderate to low. The majority of participants are from Elementary School 60% (ages 6-9), next Middle School 20% (ages 10-14), High School 16% (ages 15-18) and College 4% (ages 18 & up). A portion of the event's population are the parents that are required to accompany their younger children/students in attendance on that day. The parents in attendance range in age from their 20s to approximately 45 years old, except for grand parents up to their 60s. The majority are females, at approximately 80 to 85%.

Start Date of Program/Event: Aug 12, 2023

End Date of Program/Event: Aug 12, 2023

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

Start Time of Program/Event: 11:00 AM

End Time of Program/Event: 04:00 PM

Name of Program/Event Venue: Community Back To School Fun Day

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

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

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

The benefits that will be received for the City of Pompano Beach will be that a large number of its children/students will start the school year better off and prepared with essential school supplies and knowing that the City played a major role in making that positive experience possible. It also lets the tax payer in the NW and SW sections of the City of Pompano beach know that some of their tax dollars are going back to them and what a direct impact it makes in their communities.

Amount Requested: 1000

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 two (2) wonderful and successful summer events for the NW Branch Library in Pompano Beach along with other local organizations and groups that have been well received by the families in the NW, SW and some NE communities consistently for good number of years. The Annual Blues and Sweet Potato Pie Festival started back in 1999 and has only had interruptions due in part to Covid-19 restrictions. In 2022/2023 the Friends will be hosting our 22nd Annual Blues and Sweet Potato Festival. This event provides a historic and educational presentation to the local and surrounding cities 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 over the past years. Due in part to the recent incidents in our county that has highlighted the racial tensions 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.

Our Annual Community Back To School Fun Day event has been one of the largest long standing programs hosted by the Friends, local Homeowners Associations, Darcy J. Foundation and BSO to do a backpack give away events within the City of Pompano Beach. Except for the interruption also from Covid-19 this event has consistently taken place within the city and the year 2022/2023 will be our 19th year. Children and students are not only provided with essential school supplies to start school but they will shared a fun filled day of activities, free food and drinks, helpful resources, health screenings, hair cuts and life experiences shared within a safe and secured environment. This event has served as a model for other organizations and community groups within the City and outside with their backpack give away events. The City of Pompano Beach considers both events to be signature summer events for the residents in the NW, SW and some NE communities, plus as a grafted or extended program of the City of Pompano Beach's programs.

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 some of the needs of children/students with school supplies towards 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? 2021/2022

What was the name of program/event funded? Blues and Sweet Potato Pie Festival and Community Back To School Fun Day

How much was the funding for this program/event? 3000

Requested Budget Information

What is the total value your nonprofit is applying for? 3000

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

Are you including the following:

- Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes
- W9 = Yes
- IRS Letter = Yes
- List of Board of Directors = Yes
- Articles of Incorporation = Yes
- Most Recent 990 Form = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted. <https://www.formstack.com/admin/download/file/12645711556>

W9 <https://www.formstack.com/admin/download/file/12645711557>

IRS Letter <https://www.formstack.com/admin/download/file/12645711558>

List of Board of Directors <https://www.formstack.com/admin/download/file/12645711559>

Articles of Incorporation <https://www.formstack.com/admin/download/file/12645711560>

Most Recent 990 Form <https://www.formstack.com/admin/download/file/12645711561>

Upload your documents: Matching Gift Documentation

Does Your Organization Receive Matching Funds? No

Primary Nonprofit Contact

Name	Willie Cameron
Title	Vice-President
Email	willie_cameron@comcast.net
Phone Number	(954) 782-6240
Mailing Address (If awarded, your payment will be mailed to this address)	1915 NW 5th Way Pompano Beach, FL 33060

Secondary Nonprofit Contact

Name	Felicia Frazier
Title	President
Email	comedianfefe@gmail.com
Phone Number	(954) 655-9359



Consumer's Certificate of Exemption

DR 14
R 01/19

Issued Pursuant to Chapter 212, Florida Statutes

FLORIDA

85-8017526469C-7	04/27/2018	04/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FRIENDS OF THE NORTHWEST BRANCH OF
POMPANO BEACH INC
1580 NW 3RD AVE
POMPANO BEACH FL 33060-5447

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Friends of the Northwest Branch Library of Pompano Beach, Inc.

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

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

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

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

Other (see instructions) ▶ **Non-Profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1580 NW 3rd Avenue

6 City, state, and ZIP code
Pompano Beach, FL 33060

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

OR

Employer identification number

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 ▶ *Willie J. Cameron* Date ▶ *7/29/2022*

General Instructions

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

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

Purpose of Form

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

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

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

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

2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N11000003191

FILED
Apr 27, 2022
Secretary of State
7704822464CC

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

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

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

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

04/27/2022

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

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

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

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

Title SECRETARY
Name CHATTMAN, ALICE
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

PRESIDENT

04/27/2022

Electronic Signature of Signing Officer/Director Detail

Date

Friend of the Northwest Branch Library of Pompano Beach, Inc.

Board of Directors

President	Felicia Moore
Vice-President	Willie Cameron
Treasurer	Lanetre Mosley

FRIENDS CHAPTER FINANCIAL REPORT FOR FISCAL YEAR 2020/2021
*** October 1 – September 30**

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 (Buttons, bumper stickers, t-shirts with logo)		\$ <u>503.75</u>
(13) Office expenses (postage, supplies)		\$ _____
(14) Information Technology (Website development and maintenance, web hosting)		\$ _____
(17) Travel (Library Days in Tallahassee)		\$ _____
(19) Conferences, Conventions, Meetings (Florida Library Conference (FLA), American Library Conference (ALA), FF&B Regional Workshops, staff development fees)		\$ _____
(24) Other		
(24a) Bank Fees		\$ <u>5.04</u>
(24b) Cost of Goods Bought to Sell (Coffee Shop & Gift Shop) If sales tax is paid, include the tax.		\$ _____
(24c) Equipment Rental & Maintenance		\$ <u>160.00</u>
(24d) Furniture & Equipment (Purchases for both Friends and the library)		\$ <u>58.71</u>
(24e) Hospitality (Refreshments and supplies for meetings or social events, including the Umbrella breakfast. Refreshments for programs should be charged to Programs)		\$ <u>200.00</u>
(24f) Membership Dues (Dues paid to other organizations, United for Libraries, FLA, etc.)		\$ _____
(24g) Other Grants & Allocations (Memorials, Florida Honor Roll donations)		\$ _____
(24h) Printing & Publications (Newsletters, brochures, flyers, letterhead)		\$ <u>307.40</u>
(24j) Programs & Honorariums (Refreshments for programs)		
Adult		\$ <u>1437.26</u>
Youth		\$ <u>2695.52</u>
(24k) Friends Events (Recognition Lunches, Annual Meetings, Holiday Parties, etc.)		\$ _____
a. State Licensing fees (Annual fee to Florida Division of Corporations)		\$ <u>70.00</u>
(24l) Books and/or other items purchased for the library collection		\$ _____
(24m) All Other Unspecified Expenses. Please list expense:		\$ _____
_____		\$ _____
_____		\$ _____

C. Total Expenses

CHAPTER NAME: Northwest Library
 TELEPHONE NUMBER: 954-655-9359

\$ 5437.72
 SIGNATURE OF PREPARER: [Signature]
 EMAIL ADDRESS: _____

FRIENDS CHAPTER FINANCIAL REPORT FOR FISCAL YEAR 2020/2021
October 1 – September 30

A. Beginning Cash Balance as of 10/1/2020	\$ <u>5,132.18</u>
<u>INCOME/REVENUE</u> (By IRS Form 990 Item number)	\$ 5,037.91
(1b) Membership dues	\$ <u>95.00</u>
(1f) Contributions, Gifts, Grants (Income from Book Fairs)	\$ <u>4980.00</u>
(3) Investment income (Income from interest or dividends)	\$ _____
(10a) Gross Sales of Inventory (Coffee Shops, Gift Shops, computer accessories, etc.) Sales of items purchased for resale. If tax is paid, exclude the tax.	\$ _____
(11) Other/Miscellaneous Income/Revenue (income from programs, luncheons, food event)	\$ <u>220.16</u>
B. Total Income/Revenue	\$ <u>5,295.16</u>

Financial Summary for 2020/2021

A. Beginning Cash Balance as of 10/01/2020	\$ <u>5132.18</u>
B. Total Income/Revenue	\$ <u>5,295.16</u>
C. Total Expenses	\$ <u>5,437.72</u>
D. Ending CASH Balance as of 9/30/2021	\$ <u>4989.62</u>
A + B - C = D	
E. Ending Bank Balance shown on September 30 th Bank Statement	\$ <u>4982.62</u>

Number of Members 8

NW CHAPTER NAME: Northwest
TELEPHONE NUMBER: 954-655-9359

SIGNATURE OF PREPARER: [Signature]
EMAIL ADDRESS: more.comedy@yahoo.com
NWlibrayfriends@gmail.com

Friends of the Northwest Branch Library Itemized Budget
Blues and Sweet Potato Pie Festival

Salaries/Performers	\$1,700.00
Supplies	\$ 300.00
Sub-Total	\$2,000.00

Community Back To School Fun Day

Backpack/Supplies	\$1,000.00
Sub-Total	\$1,000.00
Total	<u>\$3,000.00</u>

Exhibit "B"
Payment Schedule

A. AWARD DISBURSEMENTS

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

B. PAYMENT SCHEDULE

The total amount awarded for the FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC for Community Back To School Fun Day for the current fiscal year is: \$1,000.

There will be a lump sum payment issued in advance equal to \$1,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY, in the 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

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.

7/26/2022



Friends of the Northwest Branch of Pompano Beach, Inc.
1915 NW 5th Way
Pompano Beach, FL 33060

Dear Ms. Felicia Frazier:

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.

Sincerely,



Erjeta Diamanti
Budget Office

Friends of the Northwest Branch of Pompano Beach, Inc. 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, Inc.** 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

Name and Title (print)



Finance and Administrative Services Department
RISK MANAGEMENT DIVISION

115 S Andrews Avenue, Room 218 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-7180

January 13, 2022

RE: Certification of Self-Insurance - January 1, 2022 – December 31, 2022

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 10, 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 Statutes, Chapter 440. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess coverage.

Yours truly,

A handwritten signature in cursive script that reads "Wayne Fletcher".

Wayne Fletcher
Director, Risk Management
Office: 954-357-7203

8/2/22

Personal Auto Insurance
For Willie & Gladys Cameron

Friends of the NW Branch Library
of Pompano Bch, Inc.

Florida Automobile Insurance Identification Card

GEICO GOVERNMENT EMPLOYEES INSURANCE
COMPANY

Policy Number / Florida Code No. Effective Date
2001-79-41-44/ 09245 07/07/22

Personal Injury Protection Bodily Injury Liability
Benefits/Property Damage Liability

Named Willie Jessie Cameron
Insured(s) Gladys Johnson Cameron
2006 CHEV MALIBU
Vehicle ID No. 1G1ZT51866F220970

Not valid more than one year from the effective date

Handwritten signature