

APPROPRIATIONS CONTRACT

THIS CONTRACT is signed on _____, by the City of Pompano Beach (“City”) and NECESSITIES FOR CHILDREN FOUNDATION CORP., 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 \$5,000 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 Sarah deBoer-Hjort 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: Sarah deBoer-Hjort
President
1451 W. Cypress Creek Rd, Suite 300
Suite 300
Fort Lauderdale, FL 33309
Office: (616) 430-6901
Email: director@necessitiesforchildren.org

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"

NECESSITIES FOR CHILDREN FOUNDATION CORP.
(Print or type name of company here)

Witnesses:

Evan D. Cirul

EVAN D. CIRUL
(Print or Type Name)

[Signature]

Richard Bower
(Print or Type Name)

By: *Sarah DeBoer* *[Signature]*

Print Name: Sarah DeBoer

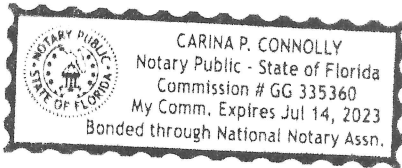
Title: President

STATE OF Florida

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 1st day of September, 2022, by SARAH DEBOER-HJORT as PRESIDENT of NECESSITIES FOR CHILDREN FOUNDATION CORP., a Florida non for profit corporation. She is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Carina P. Connolly
NOTARY PUBLIC, STATE OF FLORIDA

Carina P. Connolly
(Name of Acknowledger Typed, Printed or Stamped)

GG335360
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: NECESSITIES FOR CHILDREN FOUNDATION CORP.

Program Funded: Tech for Kids: Cyber Tech for Teens, Cyber Safety & Cybersecurity

Amount Funded: \$5,000.00

Program Description: Your contribution will support the implementation of our Cyber Tech for Teens initiative. This 8-week course offers a hands-on experience with relevant, up-to-date technology. We can accommodate 5 lessons per week, per group, for a one-hour lesson spanning eight weeks. Class sizes will be increased to 100 youth, with a lead teacher and two assistant teachers. We intend to extend program participation to HANDY, Inc, Urban League, Boys & Girls clubs in SE Florida, and YMCA of SE Florida to ensure that all youth, especially underserved, are provided an opportunity to participate.

Our goal in 2022/2023 is to provide a total of 10 cohorts, serving 400-500 students in the City of Pompano Beach, starting August 2022. Based on a successful pilot program with Palm Beach School District in April/May this year, we expand to offer an 8-week Cyber Safety & Cybersecurity Certificate program to all middle and high schools in SE Florida: Broward County, Miami-Dade and Palm Beach counties.

Form Name: City of Pompano Beach Nonprofit Sponsorship Application
Submission Time: May 5, 2022 10:48 am
Browser: Chrome 101.0.4951.54 / OS X
IP Address: 73.55.127.184
Unique ID: 961203655
Location: 27.0242, -82.1085

About Your Organization

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

Full Name of Nonprofit: Necessities For Children

Mission of Nonprofit: Necessities for Children (NFC) has a mission to serve youth through STEM education and essential youth development for college and career readiness. Our aim is to support and provide additional computer science education support weekly by student learning in a co-curricular and extracurricular setting. Our mission is emboldened by partnerships with similarly aligned organizations, syncing our efforts to maximize student outcomes; ultimately, using engaging & meaningful education to bridge the opportunity gap.

Tech for Kids is a catalyst to inspire youth to achieve success in a technology-focused future and employs a unique holistic approach, fostering youth development in key areas. We provide a bridge to the real-life application of tech skills through interactive, innovative project-based classes. The outcomes for children include computational and digital literacy. Tech for Kids seamlessly fills an identified gap, providing a springboard for low-income children to become competitive with equal advantage.

Brief Overview of Nonprofit:

Our target audience are youth in low-income areas and public schools, where teachers are overwhelmed with the transition to include remote learning and the challenge of including Computer Science into the curriculum. Our aim is to support them and provide additional computer science education support weekly to enable optimal student learning in a school, after-school and/or home-school environment. Through partnering with local SE Florida organizations who serve youth we seek to support, we are able to maximize our impact together; providing true engaging and valuable education to youth in bridging the achievement gap. This grant will improve and expand on the reach of our organization.

Tech for Kids is a STEM/ Computer Science education program aimed at engaging content, virtual and in-person targeting K-12 youth with a key focus in 2021 on Cyber Safety and Cybersecurity. This is a fun, engaging hands-on STEM program which contains critical information for high school students, ages 13-17, across Broward County. We complement and enhance the level of computer science education being offered and extend it into areas where it's not accessible to low-income youth. Our program includes weekly guest speakers to share their journey, experiences, and answer questions from the youth on pursuing cybersecurity as a career. The program is curated to ensure learners of all backgrounds complete the program with the skills and knowledge necessary to understand the benefits of Cybersecurity.

The Cybersecurity Curriculum has been development to strengthen the fundamental understanding of the depth of being safe online. The curriculum encompasses the National Institute of Standards and Technology (NIST) and will give youth the skills to understand the levels of the internet; the importance of their digital footprint; acknowledgement that using the internet creates a "digital trail" of their experience online; and guidelines of password creation and understanding the importance of frequently changing passwords and the use of MFA together to secure accounts. The youth will be able to decipher between legitimate digital communication, and scams aimed at users.

We provide a bridge to the real-life application through innovative project-based classes which range from one hour to on-going, multiple classes per week. Many of our programs feature guest speakers to offer their first-hand experience in some of the most in-demand & lucrative STEM based careers. We facilitate hands-on learning in-person and hybrid, as well as Professional Development for teachers. Parents are also included for a holistic approach to student's online safety and ensure best practices are implemented at home.

Which Funding Priority Does Your Nonprofit Qualify For:

Education

Type of Organization - select the one that best applies:

Public/Societal Benefit

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

We request additional funding of \$20,000 towards the Tech for Kids program, of which a pilot is underway currently in collaboration with Palm Beach School District. The goal is for a larger scale rollout in 2022/2023 to include a larger number of schools and youth participants. Your contribution will support the implementation of an 8-week Cyber Tech for Teens Certificate program, from August 2022 to August 2023, impacting 400-500 youth. Funds will be used towards a program coordinator, teachers, and mailed certificates to eligible participants. Tech for Kids is a STEM/ Computer Science education program aimed at engaging content, virtual and in-person targeting K-12 youth with a key focus in 2021 on Cyber Safety and Cybersecurity. This is a fun, engaging hands-on STEM program which contains critical information for middle and high school students in the City of Pompano Beach.

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

The Tech for Kids program perfectly aligns with City of Pompano Beach's guidelines and funding interests through a focus on education. We aim to lessen the achievement gap by offering offer STEM/Computer Science resources to schools in need and help teachers to be more effective. Additionally, we help children in underperforming schools acquire the knowledge, skills and behaviors they need to succeed in school, college or career pathways. Our assessment process includes pre-program knowledge assessment survey, weekly group quizzes, post program assessment and an annual survey to all program participants.

Statement of Need:

Technology is the among the top sectors with strong job growth, and yet, Code.org reports that only 38% of public schools in Florida offer computer science options. According to The US Bureau of Labor Statistics' Information Security Analyst's Outlook, cybersecurity jobs are among the fastest-growing career areas nationally and will grow 31% through 2029, over seven times faster than the national average job growth of 4%. Cybersecurity Ventures reported a 0% unemployment rate in cybersecurity in 2016, and projects this figure to remain consistent for years to come. In 2021, there were over 500,000 unfilled cybersecurity jobs in the USA alone and up to 4 million globally. Additionally, Florida is ranked #3 out of 50 states in human trafficking, with youth being particularly vulnerable. We are seeking to make up for what public education lacks, particularly in some of our most vulnerable communities.

Include a Description of the Geographic Area You Serve:

The specific communities which will benefit from this grant money are the those with the greatest need in Pompano Beach community. The demographic characteristics of our primary customer are Title 1 schools, black females and male, female Middle & High school youth (Grade K-12), 1st generation BIPOC families, Boys & Girls Clubs, YMCA, after-school programs, and the juvenile system service providers. We intentionally choose communities within the county that are below the poverty level and parents would not be able to afford to pay for programs that affluent families can afford. This is accomplished by identifying community partners who support low-income youth, such as the Jack & Jill Children's Center/Madeline Halmos Academy who serves a large number of high-need working families. The youth participants of Community Education Alliance in Fort Lauderdale focus on 4-6 local schools who have been identified as having the largest numbers receiving SNAP and government assistance. HANDY Inc, a third local nonprofit serving youth age 9-25, focuses specifically on those who have been removed from their home due to abusive situations, aged out of the Foster Care system, are homeless or need support in any way.

About Your Board of Directors

Board Disabled	0
Board Minorities	2
Board Seniors	2
Total Board Members	5

Program/Event Information #1

Will your organization be hosting an event on City property?	No
Which are you applying for? (Program/Event)	Program
Program/Event Name	Tech for Kids: Cyber Tech for Teens, Cyber Safety & Cybersecurity
Type of Program/Event	Nonprofit Program/Seminar/Workshop

Describe the program/event succinctly: Your contribution will support the implementation of our Cyber Tech for Teens initiative. This 8-week course offers a hands-on experience with relevant, up-to-date technology. We can accommodate 5 lessons per week, per group, for a one-hour lesson spanning eight weeks. Class sizes will be increased to 100 youth, with a lead teacher and two assistant teachers. We intend to extend program participation to HANDY, Inc, Urban League, Boys & Girls clubs in SE Florida, and YMCA of SE Florida to ensure that all youth, especially underserved, are provided an opportunity to participate.

Our goal in 2022/2023 is to provide a total of 10 cohorts, serving 400-500 students in the City of Pompano Beach, starting August 2022. Based on a successful pilot program with Palm Beach School District in April/May this year, we expand to offer an 8-week Cyber Safety & Cybersecurity Certificate program to all middle and high schools in SE Florida: Broward County, Miami-Dade and Palm Beach counties.

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

Necessities For Children's staff and board are constantly developing and implementing plans to obtain diverse funding. We are confident we will be able to increase our programmatic and organizational sustainability through a combination of several strategies:

- Strengthening both board and staff's fundraising capacity through professional development opportunities
- Building and sustaining relationships with other local foundations
- Developing stronger ties to local corporations as well as to small businesses
- Improving and innovating on our special events to bring in more revenue
- Evolving our annual mailing campaign through innovative donor-centric communication
- Expanding our individual donor cultivation activities, and
- Continued exploration of earned-income strategies

We believe that through a robust fundraising plan combined with an organizational culture of philanthropy, Necessities For Children will be able to sustain, expand, and scale its program to effectively serve the community for the long-term.

What are the outcomes of your program/event?	Short term goals are for 80% of participants attend 75% or more classes, 80% of participants receive program certification based on attendance & participation, and 90% of participants engage in group activities and quizzes. Medium term goals are 95% practice good digital citizenship, 80% of participants gain important computer science knowledge, and 60% engage in future STEM/Computer science programs. Long term goals are to increase STEM degree and/or career pursuit by district (starting in Palm Beach County, FL), demonstrate skills learned by having a steady job, and provide all encompassing student support for college and career readiness.
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:	350
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 demographic characteristics of our primary customer are Title 1 schools, black females and male, female Middle & High school youth (Grade K-12), 1st generation BIPOC families, Boys & Girls Clubs, YMCA, after-school programs, and the juvenile system service providers.
Start Date of Program/Event:	Aug 01, 2022
End Date of Program/Event:	Dec 20, 2023
Does your program/event have a start time/end time?	No
Name of Program/Event Venue:	Tech for Kids: Cyber Tech for Teens, Cyber Safety & Cybersecurity
Address of Program/Event Venue Location:	VIRTUAL Suite 300 Fort Lauderdale, FL 33309
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	In-person thank you and publicity, including but not limited to: event webpage, a dedicated blog/news posting on our website, sponsorship recognition in emails and any media related to the program, a newsletter spotlight, inclusion in our annual report, shout-out of recognition on all social media channels, and inclusion of quotes/images in our social media advertising. Additionally, a Certificate of Appreciation will be sent!

Amount Requested: 20000

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...)

Additional Information

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

This grant funding would allow us to serve 400-500 in the City of Pompano Beach, middle & high school students in the area of Cyber Safety and Cybersecurity: informing, engaging and inspiring youth through Special Guest Speakers and content which has assessment metrics built in. A Certificate of Completion will be awarded to participants attending 75% or greater of the classes. Although classes are customizable, the ideal in person class size is 15-20 students for in-person and 45-50 for virtual with an assistant teacher. Laptops, WIFI (if necessary), handouts and supplies are brought to eager students who are ready to learn.

Our goals are to expand the collaborative efforts with existing youth service providers such as Boys & Girls Clubs, Urban League, and YMCA locations. Low-income and minority youth continue to struggle and be underemployed, because of limited resources available to them to shape their careers and focus their development. NFC's value proposition is to provide computer science education to youth; allowing them to gain essential and critical skills for success in their future career. Our Cyber Tech for Teens program is curated to ensure learners of all backgrounds complete the program with the skills and knowledge necessary to understand the benefits of Cybersecurity.

Any other information you wish to share?

Here are a couple videos with a student submission following our 4-week Rocket program and the 2nd of Cyber Safety Day in SE Florida. In 2021, over 2,100 Grade 3 youth in Broward, Palm Beach and Miami-Dade Counties participated in Cyber Safety Day in SE Florida. They received essential lessons on digital citizenship and cyber safety.

Rocket Program, Student Submission
<https://youtu.be/Wn44fR-H4-k>

Cyber Safety Day in SE Florida, Dec 2021
https://youtu.be/8pOO_v7RCuQ

You can view an 'About Us' deck at
<https://docs.google.com/presentation/d/10zwccj6dDAPPPKgGrX7mCSixW-KpEo2mh6WP-Ac99A/edit?usp=sharing>

City of Pompano Beach Funding History

Has your organization been funded before by City of Pompano Beach?	First time applicant
---------------------------------------------------------------------------	----------------------

Requested Budget Information

What is the total value your nonprofit is applying for?	20000
----------------------------------------------------------------	-------

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/12684350509
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W9	https://www.formstack.com/admin/download/file/12684350510
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IRS Letter	https://www.formstack.com/admin/download/file/12684350511
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List of Board of Directors <https://www.formstack.com/admin/download/file/12684350512>

Articles of Incorporation <https://www.formstack.com/admin/download/file/12684350513>

Most Recent 990 Form <https://www.formstack.com/admin/download/file/12684350514>

Upload your documents: Matching Gift Documentation

Does Your Organization Receive Matching Funds? No

Primary Nonprofit Contact

Name Sarah deBoer-Hjort

Title President

Email director@necessitiesforchildren.org

Phone Number (616) 430-6901

Mailing Address (If awarded, your payment will be mailed to this address) 1451 W. Cypress Creek Rd, Suite 300
Suite 300
Fort Lauderdale, FL 33309

Secondary Nonprofit Contact

Name Lorraine O'Neil

Title Vice-President

Email lorraine.oneil@me.com

Phone Number (305) 962-2399

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

DEPARTMENT OF THE TREASURY

Date: JAN 07 2016

GROWING GREEN GROWING PEOPLE
C/O SARAH DEBOER
7325 NW DONOVAN DR 445
KANSAS CITY, MO 64153

Employer Identification Number:
47-5080298
DLN:
17053272348015
Contact Person: APRIL D GARRETT ID# 31493
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 17, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

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.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Necessities For Children

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

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

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

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

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

Exempt payee code (if any) 501c(3)

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.

1451 W Cypress Creek Rd, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

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										
4	7		-	5	0	8	0	2	9	8

Part II Certification

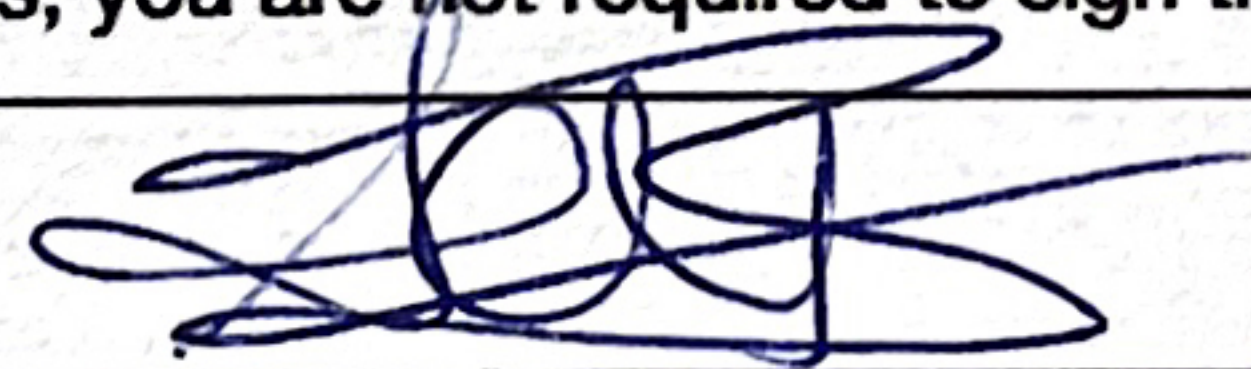
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt 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 ▶

May 4, 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-INT (interest earned or paid)

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

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

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



State of Missouri
John R. Ashcroft, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

N000699754
Date Filed: 10/9/2018
John R. Ashcroft
Missouri Secretary of State

**Articles of Amendment
 for a Nonprofit Corporation**

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

1. The name of corporation is Growing Green Growing People Charter #: N000699754

2. The amendment was adopted on: 10/9/2018 and changed article(s) 1 To state as follows:
Month/day/year

Article 1, Name of Corporation is hereby amended to:

Necessities for Children Foundation

New Name (if applicable) Necessities for Children Foundation

3. If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

4. If approval by members was required, check here and provide the following information:

- A. Number of memberships outstanding _____
- B. Complete either C or D:
- C. Number of votes for and against amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____

D. Number of undisputed votes cast for amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____

The number of votes cast in favor of the amendments(s) by each class was sufficient for approval by that class.

5. If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained:

6. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: _____
(Date may not be more than 90 days after the filing date in this office)

In Affirmations thereof, the facts state above are true and correct.

(The undersigned understands that false statement made in this filing are subject to the penalties provided under Section 575.040, RSMo)

<u>Sarah Deboer</u>	<u>SARAH DEBOER</u>	<u>PRESIDENT</u>	<u>10/09/2018</u>
<i>Authorized Signature of officer or chairman of the board</i>	<i>Printed Name</i>	<i>Title</i>	<i>Date of Signature</i>

Name and address to return filed document:

Name: Sarah deBoer

Address: Email: director@growgivego.org

City, State, and Zip Code: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AMENDMENT

WHEREAS,

Necessities for Children Foundation
N000699754

Formerly,

Growing Green Growing People

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of October, 2018.


Secretary of State



Necessities For Childen 2022 Board of Directors

Sarah deBoer-Hjort, MAS | President

Age, 43: Female, Caucasian

Length of Time Involved: Since inception in 2015

*Resides in Southern FL

Lorraine Brennan O'Neil, Esq | Vice President

Age, 55: Female, Caucasian

Length of Time Involved: Joined in January 2020

*Resides in Southern FL

Lee Goldberg, Esq | Secretary

Age, 62: Male, Caucasian

Length of Time Involved: Since inception in 2015 (Mentor since 2011)

*Resides in Southern CA

Jill Tallman, Treasurer

Age, 52: Female, Mexican

Length of Time Involved: Since inception in 2015

*Resides in Southern CA

Anil Chandwani, Board Member

Age, 57: Male, Indian

Length of Time Involved: Since inception in 2019 (Mentor since 2005)

*Resides in Southern CA

All board members represent the community which our organization serves and contributes financially on an annual basis. None of our board members were not raised in affluent or well-to-do families and as such, each acutely understands the importance of education in providing a pathway out of poverty.

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2021

Open to Public Inspection

A For the 2021 Calendar year, or tax year beginning 2021-01-01 and ending 2021-12-31**B** Check if available Terminated for Business Gross receipts are normally \$50,000 or less**C** Name of Organization: NECESSITIES FOR CHILDREN
FOUNDATION1451 W Cyrpress Creek Rd
STE 300, Fort Lauderdale,
FL, US, 33309**D** Employee Identification
Number 47-5080298**E** Website:**F** Name of Principal Officer: Sarah deBoer1451 W Cyrpress Creek Rd
STE 300, Fort Lauderdale,
FL, US, 33309

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.



Core Mission

To serve youth through STEM education and essential youth development for college and career readiness. Our aim is to support and provide additional computer science education support weekly by student learning in a co-curricular and extracurricular setting. Our mission is emboldened by partnerships with similarly aligned organizations, syncing our efforts to maximize student outcomes; ultimately, using engaging and meaningful education to bridge the opportunity gap.

2022 TECH FOR KIDS PROGRAM BUDGET \$75,000.00

INCOME	2022 Projected	2021 Actual
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Internal Funding

Internal funding or existing revenue streams that will be applied to the project. It is note whether these item lines are secured or anticipated.

	\$3,800.00	\$5,312.70
Total Internal Income	\$3,800.00	\$5,312.70

Secured

External Funding/Other

External funding contributions that will be applied to the project, including funds from the grants, partner and donor contributions. It is noted whether these item lines are secured or anticipated.

2022 Projected	2021 Actual
	\$3,550.00
	\$7,200.00
	\$2,300.00
	\$5,000.00
\$24,250.00	
\$1,000.00	
\$2,000.00	\$4,250.00
\$2,500.00	
\$25,000.00	
\$3,500.00	
\$15,000.00	
\$5,000.00	
\$5,000.00	
\$5,000.00	
\$5,000.00	
\$2,500.00	
Total External Income (Secured & Anticipated)	\$22,300.00

Board Members & Individual Donors
 Jack & Jill Children's Center
 Walmart Community Foundation (3 different locations)
 Broward CARES
 Florida Blue Grant (\$4,250 Secured, \$20,000 Anticipated, September)
 211 Broward Nonprofit Finalist. Rising Star (Funding Pending, May)
 Kars4Kids (Anticipated, June)
 Community Foundation of Broward (Funding Pending, June)
 Finish Line Youth Foundation, Anticipated, June
 Walmart Community Foundation (\$800 Awarded, \$2700 Anticipated July)
 Cornelia T. Bailey Foundation (Anticipated, September)
 Broward County Sheriff's Office (Anticipated, August)
 Duke Energy (Anticipated, September)
 Ralph & Eileen Swett Foundation (Anticipated, August)
 Shell Companies (Anticipated, November)
 Women in Stem, WMAS (Anticipated, September)

Total Anticipated INCOME **\$99,550.00**

EXPENSES	2022 Budget	2021 Actual
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Consultants, Professional Fees	\$50,000.00	\$10,930.00
Teaching Support, Assistant	\$13,000.00	\$2,800.00
Insurance	\$2,685.00	\$1,250.00
Travel	\$3,500.00	\$632.00
Supplies	\$1,500.00	\$467.00
Printing and Copying	\$1,000.00	\$289.00
Telephone	\$1,200.00	
Marketing and Incentives	\$1,000.00	\$500.00
Other: Legal, Accounting	\$1,115.00	\$500.00

Total of 250 hours at \$200/hour (Project Manager, Lead Teacher)
 Total of 325 hours at \$40/hour (1-2 per class)

Total EXPENSES **\$75,000.00** **\$16,868.00**

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 NECESSITIES FOR CHILDREN FOUNDATION CORP. for Tech for Kids: Cyber Tech for Teens, Cyber Safety & Cybersecurity for the current fiscal year is: \$5,000.

There will be a lump sum payment issued in advance equal to \$5,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY, in the 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2022

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

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

PRODUCER HOLLIDA INSURANCE AGENCY LLC 1018 S Westwood Blvd Ste 3 Poplar Bluff, MO 63901	CONTACT NAME: PHONE (A/C No. Ext): (573)727-9700	FAX (A/C, No): (573)727-9701
	E-MAIL ADDRESS: johnnyrhowe@gmail.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Alliance of Nonprofits		10023
INSURED Necessities for Children 1451 W. Cypress Creek Road, Suite 300 Fort Lauderdale FL 33309	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Incl	X	X	2022-58873	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	2022-58873	7/26/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X	X	2022-58873	10/1/2022	3/15/2023	EACH OCCURRENCE \$ 5,000,000
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	AGGREGATE \$ 5,000,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	Improper Sexual Conduct Social Services Professional	X	X	2022-58873	10/1/2022	3/15/2023	Each Occurrence 1,000,000 Each Occurrence 1,000,000

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

School Board of Hillsborough County Florida, and Certificate holder is an additional insured for General Liability to the extent of the insureds' participation. Waiver of Subrogation applies when required by written contract.

APPROVED

By Danielle Thorpe at 4:55 pm, Aug 16, 2022

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
 100 W. Atlantic Boulevard
 Pompano Beach FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Johnny R. Howe
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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/20/2022

EXPIRATION DATE: 7/19/2024

PERSON: SARAH N DEBOER

EMAIL: DIRECTOR@NECESSITIESFORCHILDREN.ORG

FEIN: 475080298

BUSINESS NAME AND ADDRESS:

NECESSITIES FOR CHILDREN FOUNDATION CORP

APPROVED

D. Thorpe
By Danielle Thorpe at 4:54 pm, Aug 16, 2022

1451 W. CYPRESS CREEK RD, #400

FORT LAUDERDALE, FL 33309

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Christian Hjort
Sarah DeBoer
Platinum Level
Valued Customer Since 2020

Florida Automobile Insurance Identification Card
Insurer: Progressive Select Insurance Co - 02960
Policy Number: 943487603
Effective Date: 05/16/2022
Expiration Date: 11/16/2022
 Personal Injury Protection Benefits/Property Damage Liability
 Bodily Injury Liability
See policy and outline of coverage; damage to a rental vehicle is covered to the extent shown therein.

Named Insured(s):
Christian Hjort
Sarah DeBoer

Year	Make	Model	VIN
2012	Hyundai	Santa Fe	5XYZK4AG0CG127799
2013	Lexus	Es 350	JTHBK1GG2D2069082

NAIC Number: 10192
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

A022 FL (10/20)

APPROVED *D. Thorpe*
By Danielle Thorpe at 4:53 pm, Aug 16, 2022