

# MISCELLANEOUS APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is signed this \_\_\_ day of \_\_\_\_\_, 2019, by the City of Pompano Beach ("City") and Our Father's House Soup Kitchen, Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$5,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Katherine Crissy (or their authorized written designee) as further identified below.

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

**If to Recipient:** Katherine Crissy  
Director  
PO Box 668571  
Pompano Beach, FL 33066  
Office: (954) 968-7550  
Email: jfcrissy@aol.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
REX HARDIN, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"RECIPIENT"**

Our Father's House Soup Kitchen, Inc.  
(Print or type name of company here)

Witnesses:

[Signature]  
STEPHANIE GREEN  
(Print or Type Name)

[Signature]  
BEVERLY COPPOZZO  
(Print or Type Name)

By: JAMES F. CRISSE, Sr.

Print Name: JAMES F. CRISSE, Sr.

Title: V.P.

Business License No. FLID: 65-0150748

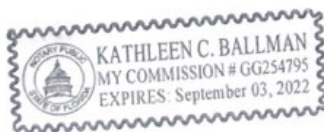
STATE OF Florida

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of September, 2019, by JAMES F. CRISSE, SR. as VICE PRESIDENT of OUR FATHERS HOUSE SOUP KITCHEN, INC. a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Kathleen C. Ballman  
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)  
KATHLEEN C. BALLMAN

Commission Number \_\_\_\_\_

## **Exhibit “A”**

### **Recipients Requirements, Contractual Responsibilities and Program Description**

1. RECIPIENT agrees to do as follows:

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

- justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Appliances and home goods (e.g., refrigerators, microwaves, stoves, tabletop burners) (written justification and approval needed)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Laboratory fees
- xxviii. Computers
- xxix. Health benefits
- xxx. Digital Cameras
- xxxi. Plaques
- xxxii. Hotel Costs
- xxxiii. Housing - (written justification and approval needed based on programming)

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

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

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

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

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving

quarterly or monthly payments as indicated in Exhibit “B” Payment Schedule shall be due no later than the following dates:

- 1st Quarterly Narrative & Financial Report (October/November/December) - February 1st
- 2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st
- 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st
- 4th Quarterly Narrative & Financial Report (July/August/September) - September 30<sup>th</sup>

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

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

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

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

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

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

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

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

Failure from the RECIPIENT to provide a Quarterly or Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

RECIPIENT shall not be allowed to receive any new funding from the CITY if RECIPIENT has any unspent or uncommitted funds from a previous awarded contract that have not been returned to CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

**Organization name:** Our Father's House Soup Kitchen, Inc.

**Program funded:** Bike Academy

**Amount funded:** \$5,000

**Program description:** Accept donated used bikes and rehabilitate them for use by the homeless/needdy who lack reliable transportation.



Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 9, 2019 5:10 pm
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	99.94.165.200
Unique ID:	503532798
Location:	26.271999359131, -80.258003234863

## About Your Organization

**Which Fiscal Year Is Your Organization Applying For?** 2019-2020

**Full Name of Nonprofit:** Our Father's House Soup Kitchen, Inc.

**Mission of Nonprofit:** Our Father's House Soup Kitchen, Inc. is a charitable tax-exempt 501(c)3 organization located in Pompano Beach, Florida dedicated to feeding the homeless and needy without discrimination since 1989.

The primary mission is to provide hot lunches Monday - Friday in a peaceful and sheltered environment and to provide other emergency food pantry items and clothing assistance on an 'as-needed' basis.

The overall goal is to provide nutrition and hope to give guests a hand up rather than a handout.

**Brief Overview of Nonprofit:** We have been incorporated since 1989 and are an independent 501(c)3 receiving funding mainly through individuals and foundations.

With our approx. 8,000 sq. ft. building located near the intersection of Powerline and MLK Blvd. we are located perfectly to provide the many needs of the families in that area with hot lunches Mon through Friday as well as providing food pantry items and clothing and a friendly, warm environment.

We also have a program incorporated called the "bike academy" that allows anyone who is willing to work 10 or more hours at our place with a reclaimed working bicycle. We are able to take derelict bikes and replace wheels and/or tires as needed but we are lacking funds in that area.

**Nonprofit Website:** ofhsoupkitchen.org

**Which Funding Priority Does Your Nonprofit Qualify For:** Workforce Readiness

**Type of Organization - select the one that best applies:** Public/Societal Benefit

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

The funding will be used to purchase the necessary parts for our derelict bikes for the "Bike Academy" which will allow those who lack transportation to find a job or get to their place of employment the opportunity to work for their bicycles.

We find that many who do manage to find a job but do not have a form of reliable transportation are able to use these bicycles (often in conjunction with using the public buses) for that purpose. We've also found that having them work for these "free" bikes, they are more willing to protect and maintain it.

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

By helping those who are able to work, we are helping them to maintain and better their employment situation by providing this rather basic form of transportation.

**Statement of Need:**

We need at least \$5,000 since we have found that merely accepting the donated bikes is not enough and that almost every one of them requires \$75-\$100 of labor and parts do make them street-worthy including bike locks, new wheels and/or tires/tubes plus often such basic needs as a seat or brakes.

**Include a Description of the Geographic Area You Serve:**

The West Central part of Pompano Beach (Collier City Area) but we get many who come from all over Broward County for help.

**Does Your Organization Receive Matching Funds?**

No

**About Your Board of Directors**

**Board Disabled**

0

**Board Minorities**

1

**Board Seniors**

7

**Total Board Members**

10

**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**

Bike Academy

**Type of Program/Event**

Nonprofit Program/Seminar/Workshop

**Describe the program/event succinctly:**

Accept donated used bikes and rehabilitate them for use by the homeless/needy who lack reliable transportation.

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

We need funding to be able to often go pick up these bikes since we have gotten several at a time from the Broward Sheriff's Office because of recovered and unclaimed property. Once we receive these bikes, we have to use our building to "triage" and figure out what needs to be done in order to make these bikes viable. We often hire one of our "homeless" guests and provide the tools and building and parts needed.

**What are the outcomes of your program/event?**

To give the bike recipients the flexibility to search for and maintain employment.

**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:**

400

**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.**

Many of the people we serve are "residents" of Pompano Beach and of extremely low socioeconomic levels but when given the opportunity of earning money are willing to do so, especially with a decline in government assistance. Predominantly, the bike recipients are middle age to younger men who are unable to afford (or do not have a valid driver's license) their own vehicle but do use the public buses or walk. We also deal with many military veterans and for this program, they receive our highest priority.

**Start Date of Program/Event:**

Oct 01, 2019

**End Date of Program/Event:**

Sep 30, 2020

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

No

**Name of Program/Event Venue:**

Our Father's House Soup Kitchen, Inc.

**Address of Program/Event Venue Location:**

2300 Martin Luther King, Jr. Blvd.  
Pompano Beach, FL 33069

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

Casual

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

The homeless and needy in this community is not going away so we are trying to do our part to provide the means needed to improve the situation by helping with vital transportation needs.

**Amount Requested:**

5000

<b>Are you applying for a second Program/Event?</b>	No
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## Additional Activities

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

<b>What are your organization's credentials? Tell us why your organization does it better than anyone else.</b>	<p>We have been incorporated since 1989 and have maintained our 501(c)3 status for all those years. We are also highly respected within the community as well as other communities within the county and have a very highly motivated group of volunteers and donors for support. While our operating budget is not insignificant, we are able to keep our property pristine and well-maintained in keeping with the cities recent beautification of MLK Blvd.</p> <p>With all our other program successes such as family, feeding and clothing assistance we are well-situated to expand our programs for this transportation-related dilemma.</p>
<b>Any other information you wish to share?</b>	<p>We were awarded the \$5,000 last year but decided to turn it down after the city of Pompano kept coming back for more documentation. Since we are almost exclusively volunteer-staffed, it became too prohibitive to maintain the requirements. If this is still the case, please make sure it is all done up front so we do not have a repeat of this debacle.</p> <p>We are fully compliant with city permits, non-profit requirements and insurances. We've recently incorporated a non-discrimination, non-harassment policy for our few part-time employees as well as purchased an Employment Practices Liability (EPL) policy in addition to our Building liability and Directors' and Officers (D&amp;O) Liability Policy.</p>

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## City of Pompano Beach Funding History

<b>Has your organization been funded before by City of Pompano Beach?</b>	Yes
<b>If yes, when was the most recent year?</b>	2017
<b>What was the name of program/event funded?</b>	Feeding Program

How much was the funding for this program/event?	3000
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## Requested Budget Information

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What is the total value your nonprofit is applying for?	5000
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If you are not awarded the full funding requested for your event/program, will you be able to complete your project?	No
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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
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## Upload your documents: All items are mandatory.

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Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503532798/72077528_our_fathers_house_budget.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503532798/72077528_our_fathers_house_budget.pdf</a>
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W9	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503532798/72077535_our_fathers_house_2018_w9.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503532798/72077535_our_fathers_house_2018_w9.pdf</a>
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IRS Letter	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503532798/72077552_our_fathers_house_irs_letter.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503532798/72077552_our_fathers_house_irs_letter.pdf</a>
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List of Board of Directors	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503532798/72077556_our_fathers_house_board_of_directors.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503532798/72077556_our_fathers_house_board_of_directors.pdf</a>
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Articles of Incorporation	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503532798/72077558_our_fathers_house_articles_of_incorporation.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503532798/72077558_our_fathers_house_articles_of_incorporation.pdf</a>
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## Charity/Organization Contact

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Name	Katherine Crissy
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Title	Director
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Email	jfcrissy@aol.com
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Phone Number	(954) 968-7550
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**Address**

PO Box 668571  
Pompano Beach, FL 33066

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ATLANTA GA 39901-0001

In reply refer to: 0752839100  
Feb. 28, 2014 LTR 4168C 0  
65-0150748 000000 00  
00023797  
BODC: TE

OUR FATHERS HOUSE SOUP KITCHEN INC  
PO BOX 668571  
POMPANO BEACH FL 33066-8571



004494

Employer Identification Number: 65-0150748  
Person to Contact: Customer Service  
Toll Free Telephone Number: 1-877-829-5500

Dear OUR FATHERS HOUSE SOUP KITCHEN:

This is in response to your Feb. 19, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in APRIL 1989.

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

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

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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Feb. 28, 2014 LTR 4168C 0  
65-0150748 000000 00  
00023798

OUR FATHERS HOUSE SOUP KITCHEN INC  
PO BOX 668571  
POMPANO BEACH FL 33066-8571

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

Sincerely yours,

A handwritten signature in black ink, appearing to read "Kim D. Bailey". The signature is fluid and cursive, with the first name "Kim" and last name "Bailey" clearly distinguishable.

Kim D. Bailey  
Operations Manager, AM Operations 3



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://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.

**Our Father's House Soup Kitchen, 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) ►

**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) ► **Nonprofit corporation exempt under IRS Code Section 501(c)3**

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.

**PO Box 668571**

6 City, state, and ZIP code

**Pompano Beach, FL, 33066**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

6 5 - 0 1 5 0 7 4 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 ►

*Patricia A. Lantry*

Date ►

*5-6-19*

## 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](http://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.

ARTICLE OF INCORPORATION  
OF  
OUR FATHER'S HOUSE SOUP KITCHEN, INC.

A FLORIDA CORPORATION

ARTICLE ONE  
NAME

The name of the Corporation is **OUR FATHER'S HOUSE SOUP KITCHEN, INC.**

ARTICLE TWO  
Duration

The term of existence of the corporation is perpetual; and the corporate existence will commence on the filing of these Articles with the Department of State.

ARTICLE THREE  
Purpose

The purposes for which the corporation is organized are:

II) Said corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code,

(2) Primarily to develop, administer and operate a nonprofit food station exclusively for Charitable purposes. to wit, for the care and feeding of afflicted, infirm, disabled or destitute persons.

(3) To receive, catalog and disburse not for pecuniary profit, clothing, gifts and tangible personal property for the care of afflicted, infirm, disabled or destitute persons:

(4) Generally to engage in any lawful purpose or purposes not for pecuniary profit and to have an exercise all rights and powers conferred on nonprofit corporations under the laws of the State of Florida, or which may hereafter be conferred, including the power to contract, rent, buy or sell personal or real property; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary charitable purposes of this corporation.

(5) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

ARTICLE FOUR  
Non-stock Corporation

This corporation shall be non-stock and no dividends or pecuniary profits shall be declared or paid to the members thereof.

ARTICLE FIVE  
Directors

There shall be six (6) members of the initial Board of the Corporation. The names and addresses of the persons who are to serve as Directors until the first election thereof are as follows:

NAME	ADDRESS
Jimmy F. Rotonno	21910 Cricklewood Terrace Pres. Boca Raton, Florida 33428
Phyllis Rotonno	21910 Cricklewood Terrace v.pres. Boca Raton. Florida 33428
Barbara Rielly	23200 Camino Del Mar                      Sec. Apt. 198 Boca Raton, Florida
Paul D. Houle	512 W. Oakland Park Blvd. Treas. Fort Lauderdale, Fl. 33331
Winston Davis	1051 N. E. 43rd Ct. Oakland Park. Florida                      Treas.
Mr. F. Laine Nace	2780 Somerset Dr.                      Asst. Sec. Lauderdale Lakes, Fl.

The number of Directors may be increased or decreased from time to time by an amendment to the Bylaws of the Corporation but shall never be less than five (5).

ARTICLE SIX  
Registered Office and Agent.

The initial registered office of the corporation shall be located at Beach, Florida. at that address

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The initial registered agent of the Corporation shall be JIMMY F. ROTONNO.

ARTICLE SEVEN  
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**The corporation shall have members. The conditions and regulations of membership and the rights and other privileges of the classes of membership shall be fixed by the By-Laws**

ARTICLE EIGHT

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The names and residence addresses of the subscribers of these Articles of Incorporation are

NAME	ADDRESS
Jimmy F. Rotonno	21910 Cricklewood Terrace Boca Raton, Florida 33428
Phyllis Rotonno	21910 cricklewood Terrace Boca Raton, Florida 33428
Barbara Rielly	23000 Camino Del Mar Apt. 198 <b>Boca Raton, Florida</b>
Paul D. Houle	512 W. Oakland Park Blvd. Fort Lauderdale, Fl. 33331
Winston Davis	1051 N. E. 43rd Ct. Oakland Park, Florida
MR. F. Laine Nace	2780 Somerset Dr. nr. Lauderdale Lakes, Fl.

ARTICLE NINE

Amendment of Articles of Incorporation.

The power to alter, amend or repeal the Articles of Incorporation of this corporation is vested in the Board of Directors and the members pursuant to a resolution approved by a Majority of the Directors and by a Majority of the Members.

ARTICLE TEN

No vested right, interest or privilege

Incorporators and members shall have no vested right, interest or privilege in or to assets, functions, affairs or franchises of the corporation. and no such right, interest or privilege may be transferred or inherited nor may it continue if membership ceases or while member is not in good standing.

ARTICLE ELEVEN

Re-election of  
Directors

Directors shall be elected for a term of one year by a majority vote of the members upon a slate proposed by a nominating Committee composed of member(s) of the Board of Directors. Members may propose Directors to the Nominating Committee ten (10) days prior to any election of Directors.

ARTICLE TWELVE

Election of Officer

The officers shall be elected by the Directors who shall first be elected by the members of the corporation.

ARTICLE THIRTEEN

Corporate Officers and their Functions

The general officers of the corporation shall be president, vice-president, secretary, and treasurer.

The principal duties of the president shall be to preside at

**all meetings of the members" and the board "or directors" and to** have general supervision of the affairs of the corporation.

The principal duties of the vice-president shall be to discharge the duties of the president in the event of absence or disability, for any cause whatsoever, of the president.

The principal duties of the secretary shall be to countersign all deeds, leases, and conveyances executed by the corporation, affix the seal of the corporation thereto and to such other papers as shall be required or directed to be sealed, and to keep a record of the proceedings of the board of directors, and to safely and systematically keep all books, papers, records and documents belonging to the corporation, or in any way pertaining to the business thereof, except the books and records incidental to the duties of the treasurer.

The principal duties of the treasurer shall be to keep an account of all monies, credits, and property of any and every nature of the corporation which shall come into his hands, and to keep an **accurate "account of all monies received and disbursed and** of proper vouchers for monies disbursed, and to render such accounts, statements, and inventories of monies received and disbursed and of money and property on hand, and generally of all matters pertaining to his office. as shall be required by the board of directors.

The board of directors may provide for the appointment of such additional officers as they may deem for the best interest of the corporation.



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6.  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 0C, ~ day Of ~ 1989,  
before me, an officer duly authorized, personally appeared  
JIMMY F. ROTONNO known to be the person described in and who  
executed the foregoing instrument and he acknowledged before me  
that he executed said instrument.

~?G  
r:c) 4.0

WITNESS my hand and official seal in  
aforesaid, this the day ~ an ~ year last

Carol M. Peters  
NOTARY PUBLIC

MY COMMISSION  
EXPIRES:

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MY COM. EXP. SEPT 22, 19

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STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this hl...:111.day off~l"'~'  
1989,  
before me, an officer duly authorized, personally appeared  
PHILLIS ROTONNO known to be the person described in and who  
executed the foregoing instrument and she acknowledged before me  
that she executed said instrument.



MY COM. EXP. SEPT 22, 1990

WITNESS my hand and official  
County and State  
this the day ~ year last  
written.

seal in the  
afore a~  
above

~w/4, !(£f;:4"

}IY COMMISSION  
EXPIRES:

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this ~day of J#htJ..t..4t...v:19B9,  
before me, an officer duly authorized, personally appeared  
BARBARA RIELLY known to be the person described in and who  
executed the foregoing instrument and she acknowledged before me  
that she executed said instrument.

WITNESS my hand and official seal in the County and State  
aforesaid, this the day and year last above written.

NOT~

8.  
MY COMMISSION EXPIRES,

STATE OF FLORIDA

WITNESS my  
aforesaid, this

Carol M. Peters  
NOTARY PUBLIC

COUNTY OF BROWARD

I HEREBY CERTIFY that on this ~day of Jmrl1 ~1989,  
before me, an officer duly authorized, personally appeared  
PAUL D. HOULE known to be the person described in and who  
executed the foregoing instrument and he acknowledged before me  
that he executed said instrument.

hand and official seal in the county and State  
the day and year last above written.

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Our Father's House Soup Kitchen  
Board of Directors  
As of 5/6/2019

Katherine Crissy – President and Program Director

Jim Crissy – Vice-President

Patty Garitty - Secretary

Brian Ingalls - Director

Stefani Green-Issa, MD – Director

Jessica Eisenfelder - Director

Sergio DoRosario - Director

Beverly Capasso - Director

Phyllis Rotonno – Honorary Director

Sister Eileen Sizer, RSM – Honorary Director



Our Father's House Soup Kitchen, Inc.  
2019 Budget - Bike Academy Only

| <b>Income:</b>                | <b>"2019"</b> |
|-------------------------------|---------------|
| Public Donations – Restricted | \$12,550      |

| <b>Expenses:</b>                                  | <b>"2019"</b>      |
|---------------------------------------------------|--------------------|
| Parts                                             | \$7,000.00         |
| Labor                                             | \$2,000.00         |
| Utilities - 1000 sq. ft. (electric, water, trash) | \$2,000.00         |
| Bike Pick Ups - Truck needed                      | \$750.00           |
| Tools                                             | \$800.00           |
| <b>Total:</b>                                     | <b>\$12,550.00</b> |

## **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 Our Father's House Soup Kitchen, Inc. (name of the non-profit organization) for Bike Academy (title of the program) 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 quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION**

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

| Type of Insurance                                 | Limits of Liability                                              |                |             |
|---------------------------------------------------|------------------------------------------------------------------|----------------|-------------|
| <b>GENERAL LIABILITY:</b>                         | 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                 |                |             |
| -----                                             |                                                                  |                |             |
| <b>AUTOMOBILE LIABILITY:</b>                      | Minimum \$10,000/\$20,000/\$10,000                               |                |             |
| XX comprehensive form                             |                                                                  |                |             |
| XX owned                                          |                                                                  |                |             |
| XX hired                                          |                                                                  |                |             |
| XX non-owned                                      |                                                                  |                |             |
| -----                                             |                                                                  |                |             |
| <b>REAL &amp; PERSONAL PROPERTY</b>               |                                                                  |                |             |
| ___ comprehensive form                            | Agent must show proof they have this coverage.                   |                |             |
| -----                                             |                                                                  |                |             |
| <b>EXCESS LIABILITY</b>                           |                                                                  | Per Occurrence | Aggregate   |
| ___ other than umbrella                           | bodily injury and property damage combined                       | \$1,000,000    | \$1,000,000 |
| -----                                             |                                                                  |                |             |
| <b>PROFESSIONAL LIABILITY</b>                     |                                                                  | Per Occurrence | Aggregate   |

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

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

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

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

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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



OURFATH-01

JZAMBRANO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

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

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

|                                                                                                          |                                                   |                                      |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------|
| PRODUCER<br><b>Platridge Insurance Agency</b><br>2100 N. Dixie Highway<br>Boca Raton, FL 33431           | CONTACT NAME: <b>Janett</b>                       |                                      |
|                                                                                                          | PHONE (A/C, No, Ext): <b>(561) 395-1433</b>       | FAX (A/C, No): <b>(561) 395-4755</b> |
|                                                                                                          | E-MAIL ADDRESS: <b>bocadocs@platridge.com</b>     |                                      |
|                                                                                                          | INSURER(S) AFFORDING COVERAGE                     | NAIC #                               |
|                                                                                                          | INSURER A : <b>Scottsdale Insurance Company</b>   | <b>41297</b>                         |
| INSURED<br><br><b>Our Father's House, Inc.</b><br><b>PO Box 668571</b><br><b>Pompano Beach, FL 33066</b> | INSURER B : <b>Old Dominion Insurance Company</b> | <b>40231</b>                         |
|                                                                                                          | INSURER C :                                       |                                      |
|                                                                                                          | INSURER D :                                       |                                      |
|                                                                                                          | INSURER E :                                       |                                      |
|                                                                                                          | INSURER F :                                       |                                      |

## 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                                                                                     | X         |          | CPS2950792    | 2/10/2019               | 2/10/2020               | EACH OCCURRENCE \$ <b>1,000,000</b>                                  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                       |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>          |
|          |                                                                                                                                                      |           |          |               |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>                             |
|          |                                                                                                                                                      |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                            |
|          |                                                                                                                                                      |           |          |               |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>                                |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC       |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>                           |
|          | OTHER:                                                                                                                                               |           |          |               |                         |                         | \$                                                                   |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY                                                                                                        |           |          | B1G32436      | 9/13/2019               | 9/13/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ <b>30,000</b>                 |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS                                               |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                        |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |                                                                                                                                                      |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |                                                                                                                                                      |           |          |               |                         |                         | \$                                                                   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR                                                                                |           |          |               |                         | EACH OCCURRENCE \$      |                                                                      |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                                            |           |          |               |                         | AGGREGATE \$            |                                                                      |
|          | DED <input type="checkbox"/> RETENTION \$                                                                                                            |           |          |               |                         | \$                      |                                                                      |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                        |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                               |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                        |
|          |                                                                                                                                                      |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed on policy as Additional Insured.

**APPROVED**

By Danielle Thorpe at 12:03 pm, Sep 04, 2019

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach  
Contract Management  
100 West Atlantic Blvd, Site 253  
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

*Michael Oberlander*

8/20/2019

**APPROVED**

*Thorpe*  
**By Danielle Thorpe at 8:26 am, Sep 04, 2019**

Patty Garitty  
Our Father's House Soup Kitchen, Inc.  
PO Box 66857  
Pompano Beach, FL 33066

Dear Ms. Patty Garitty:

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*

Erjeta Diamanti  
Budget Office

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**Our Father's House Soup Kitchen, Inc.** has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. **Our Father's House Soup Kitchen, 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.

*Patty Garitty*  
\_\_\_\_\_  
Signature

*8-21-19*  
\_\_\_\_\_  
Date

*PATTY GARITTY - Board MEMBER/SECRETARY*  
\_\_\_\_\_  
Name and Title (print)