

# MISCELLANEOUS APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is made and entered into this 11<sup>th</sup> day of December, 2018, by the City of Pompano Beach ("City") and Broward Performing Arts Foundation, Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2018-19 (October 1st through September 30th), the sum of \$10,500 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2018 and ending September 30, 2019; 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 when applicable all of 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, 2018 and ending September 30, 2019.

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 Erjeta Diamanti (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:**

Christi Rice  
Grants Manager

Office: (954) 414-6919  
Cell: (954) 618-9678  
Email: CRICE@BROWARDCENTER.ORG  
Fax:

**If to City:**

City Manager or Designee, Contract Administrator  
Greg Harrison  
City Manager

Office: (954) 786-4601  
Email: greg.harrison@copbfl.com

**With a copy to:**

Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: (954) 786-5574  
Email: antonio.pucci@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. If required, 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.

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](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.

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

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

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 is personally known to me.

NOTARY'S SEAL:

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

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

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

**"RECIPIENT"**

Witnesses:

Christi Rice

Christi Rice

(Print or Type Name)

Manny Simone

Manny Simone

(Print or Type Name)

Broward Performing Arts Foundation

(Print or type name of company here)

By: Lisa Kitei

Print Name: Lisa Kitei

Title: President

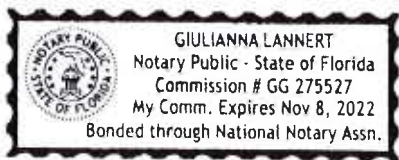
Business License No. \_\_\_\_\_

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER, 2018 by LISA KITEI as PRESIDENT of BROWARD PERFORMING ARTS FOUNDATION a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Giulianna Lannert  
NOTARY PUBLIC, STATE OF FLORIDA

GIULIANNA LANNERT  
(Name of Acknowledger Typed, Printed or Stamped)

# GG 275527  
Commission Number



## **Exhibit A**

### **Recipients Requirements**

1. RECIPIENT agrees to do as follows:

- a) To accept the funds as appropriated in accordance with the terms of this Contract;
- 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 WILL 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; 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. Entertainment (i.e. disc jockey, band, performers for social events, bounce houses, mobile video gaming, trains)
  - vi. Out-of-state travel; non-local travel expenses
  - vii. Gift cards
  - viii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
  - ix. Rentals – one day only (written justification and approval needed for additional time)
  - 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. Auto insurance/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 progress report on the program or activity described in Exhibit "B" Payment Schedule. 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 "B" Payment Schedule. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

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

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

When submitting the quarterly 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?)

- 3) The approved budget for the RECIPIENT, included in Exhibit "B" Payment Schedule 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 from the RECIPIENT to provide a Quarterly or Final report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

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

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



**Organization Name:** Broward Performing Arts Foundation, Inc.

**Program Funded:** Student Enrichment in the Arts (SEAS)

**Amount Funded:** \$10,500

**Program description:** All SEAS lessons and presentations are directly aligned with Florida state standards and classroom curriculum, with an emphasis on literacy. Program activities include the following:

- \* Teachers are provided with comprehensive study guides and resource materials that make the connection between the classroom curriculum and the performance students will see on stage and maximize their comprehension of the subject matter.
- \* Following a series of classroom activities, students and teachers attend a professionally-produced subject-based performance, free-of-charge, at the Broward Center or its affiliated venues. The 2018-2019 season will include a total of 42 performances, including literature-based shows that reinforce reading, math and science skills; historical events brought to life on stage; and performances that immerse students in the music, dance and traditions of different cultures.
- \* Upon returning to the classroom, teachers review the performance and lead students in discussions and projects that assess and reinforce their understanding of the material. Activities include exercises in applying what was experienced in the theater to real-world math, science and reading situations. Depending on the subject matter and grade level, students may engage in role-playing activities or write reviews of the performances.
- \* Many performances also include a SEAS Plus component, which features pre- and post-show interactive workshops that build on themes and content from select performances and extend that experience through small-group, hands-on activities. Professional teaching artists make the curriculum connection for each show, develop the educational content, facilitate the workshops and develop a study guide for teachers to include additional activities for integration into the classroom.

SEAS combines the forces of the Broward Center, Broward Public Schools and the regions arts community to support school curriculum and academic learning through the arts. The City of Pompano Beachs funding will assist the Broward Center in providing this arts-integrated, participatory learning experience for a minimum of 4,500 K-12 students from Pompano Beach in order to educate, engage and inspire them to reach their highest academic potential while at the same time fostering self-confidence, creativity and appreciation for the arts.

By transforming the theater into an extended classroom, the SEAS program provides new ways of reaching children who may not be adequately served through traditional teaching methods. Live theater experiences actively engage students both visually and intellectually, and when students are engaged, learning takes place in the most effective way.



**Student Enrichment in the Arts (SEAS)  
at the Broward Center for the Performing Arts**

**2018-2019 Program Budget**

<b>Expenses</b>	<b>Amount</b>
Direct Education Staff + Benefits	\$6,416.00
Artist Fees (42 SEAS performances)	\$57,625.00
Stage Labor/Technical Production (42 SEAS performances)	\$18,450.00
Teaching Artists (29 SEAS Plus workshops @ \$100 each)	\$2,900.00
SEAS Brochures (20,000 copies distributed to schools)	\$4,000.00
Miscellaneous (parking, face painters)	\$945.00
Bus Transportation (provided by School Board)	In-Kind
<b>Total Budget:</b>	<b>\$90,336.00</b>



**IRS** Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248205661  
Aug. 04, 2017 LTR 4168C 0  
59-2657043 000000 00

00017556  
BODC: TE

BROWARD PERFORMING ARTS FOUNDATION  
INC

% LISA KITEI  
201 SW 5TH AVE  
FT LAUDERDALE FL 33312

009071

Employer ID Number: 59-2657043  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 26, 2017, regarding your tax-exempt status.

We issued you a determination letter in May 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

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

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

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

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

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



0248205661

Aug. 04, 2017 LTR 4168C 0

59-2657043 000000 00

00017557

BROWARD PERFORMING ARTS FOUNDATION  
INC  
% LISA KITEI  
201 SW 5TH AVE  
FT LAUDERDALE FL 33312

Sincerely yours,

A handwritten signature in black ink, appearing to read "K. A. Billups". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kim A. Billups, Operations Manager  
Accounts Management Operations 1

# 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. <b>Broward Performing Arts Foundation, Inc.</b>	
	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 <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> 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 <b>not</b> 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. <input checked="" type="checkbox"/> Other (see instructions) ► <b>501c3</b>	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>201 SW Fifth Avenue</b>	
	6 City, state, and ZIP code <b>Fort Lauderdale, FL 33312</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	2	6	5	7	0	4

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

*Christie Rice*

Date ►

*11/14/18*

## General Instructions

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

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

## **Broward Performing Arts Foundation, Inc.**

**Year Applying:** 2018-2019

**Mission:** The Broward Center for the Performing Arts builds community through the arts by delivering quality entertainment, educational opportunities and memorable moments that engage and inspire audiences, nurture collaboration and drive economic vitality.

**Overview:** Since opening its doors in 1991, the Broward Center for the Performing Arts (Broward Center) has been one of Broward County's most valuable assets, annually presenting more than 600 artistic and cultural events to more than 700,000 visitors each year and producing an annual financial impact of more than \$90 million for the local economy. In partnership with the School Board of Broward County, the Broward Center also has the largest free arts-in-education program in the country, the award-winning Student Enrichment in the Arts (SEAS) program, through which more than 3.1 million students have attended and participated in educational and cultural performances free of charge. A leader in providing equal access to the arts for persons with disabilities, the Broward Center was the first performing arts center in Florida to offer Audio Description for blind or low-vision patrons to hear narration of performances and recently introduced sensory-friendly performances for individuals with developmental disabilities, the first of their kind in Broward County.

**Website:** [www.browardcenter.org](http://www.browardcenter.org)

**Which Funding Priority Does Your Nonprofit Qualify For:** Education

**Type of Organization:** Arts & Culture

### **Executive Summary - How Nonprofit will use City of Pompano Beach Funding?**

The Broward Center will utilize City of Pompano Beach funding to support the Student Enrichment in the Arts (SEAS) program, which will serve a minimum of 4,500 K-12 students residing in Pompano Beach, during the 2018-2019 school year. Now in its 27th year, the SEAS program provides cultural arts enrichment activities for K-12 students, including those with special needs, in both the classroom and the theater in order to increase their potential for academic success. Following a series of classroom activities, students and teachers attend a professionally-produced subject-based performance, free-of-charge, at the Broward Center or Parker Playhouse. One-hour performances include literature-based shows that reinforce reading, math and science skills; others bring historical events to life on stage, immersing students into the music, dance and traditions of different cultures. Upon returning to the classroom, teachers review the performance and lead students in discussions and projects that assess and reinforce their understanding of the material, including exercises in applying what was experienced in the theater to real-world math, science and reading situations. All SEAS lessons and presentations are directly aligned with Florida state standards, literacy and curriculum goals.

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

The Broward Center's SEAS program fits the City of Pompano Beach's funding interests by utilizing live theatrical performances and curriculum-based activities to help students from underperforming schools each year acquire the knowledge, skills and behaviors they need to be successful in school and in life. In the last three years alone, the SEAS program has served more than 17,000 students residing in the City of Pompano Beach, including classes from the following schools

Blanche Ely High School, Charles Drew Elementary, Cresthaven Elementary, Cypress Elementary, Robert C. Markham Elementary, McNab Elementary, Norcrest Elementary, Palmview Elementary, Park Ridge Elementary, Pompano Beach Elementary, Pompano Beach High School, Pompano Beach Middle School, Sanders Park Elementary and Tedder Elementary School. Additionally, the SEAS program provides Pompano Beach teachers with the opportunity to use the arts as a tool to complement their lesson plans, helping them make the connection between theater performances and engaged learning classroom activities.

**Statement of Need:** Numerous studies conducted by the National Endowment for the Arts and other agencies over the last decade have shown that students who have access to the arts in or out of school are more engaged in life and tend to have better academic results, lower dropout rates, better workforce opportunities and more civic engagement. Students with access to the arts have historically earned higher GPAs and SAT scores and are three times more likely than students who lacked those experiences to earn a bachelor's degree. According to Americans for the Arts, a student who is engaged in the arts is four times as likely to be recognized for academic achievement, four times as likely to participate in a math or science fair, three times more likely to win an award for school attendance and three times as likely to be elected to class office. In particular, research has shown that students from low-income families who have arts-rich experiences are more likely to achieve key positive outcomes—academically, socially and civically—than their peers without access to the arts. Unfortunately, public schools, particularly those in low socioeconomic areas, are able to offer far fewer arts-based classes than a decade ago, a decline many attribute to state budget cuts and an increased focus on standardized testing. By connecting live theater directly with classroom curriculum, the innovative SEAS helps bring reading, math, science and history alive and engages students of all ages with arts-based learning techniques that will help them be successful in school and in life. Additionally, SEAS provides many low-income students with their first and perhaps only opportunity to attend the theater and see a live performance, which helps to ensure that as many students as possible have access to the arts regardless of socioeconomic status.

**Does Your Organization Receive Matching Funds?** Yes

**If Yes, please explain the matching gift partnership you have:** Funding in the amount of \$15,000 from the City of Pompano Beach will be matched by a \$25,000 grant from the School Board of Broward County and additional private grants in the amounts of \$25,000 each from the Frederick A. DeLuca Foundation and the Robert Wood Johnson 1962 Charitable Trust, covering the full expenses of the SEAS program for the 2018-2019 school year.

**Total Board Members:** 42

**Disabled:** 0

**Minorities:** 13

**Seniors:** 24

**Include a Description of the Geographic Area You Serve:** Each year the Broward Center serves more than 130,000 students from all areas of Broward County. During the 2017-2018 school year, the Broward Center served more than 4,500 K-12 students residing in the City of Pompano Beach, representing the following schools Blanche Ely High School, Charles Drew Elementary, Cresthaven Elementary, Cypress Elementary, Robert C. Markham Elementary, McNab Elementary, Norcrest Elementary, Palmview Elementary, Park Ridge Elementary, Pompano Beach Elementary, Pompano



Beach High School, Pompano Beach Middle School, Sanders Park Elementary and Tedder Elementary School.

## Details – Program/Event 1

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

**Program/Event:** Student Enrichment in the Arts (SEAS)  
**Type of Program/Event :** Nonprofit Program/Seminar/Workshop  
**If other**

**Describe the program/event succinctly:** All SEAS lessons and presentations are directly aligned with Florida state standards and classroom curriculum, with an emphasis on literacy. Program activities include the following

- \*Teachers are provided with comprehensive study guides and resource materials that make the connection between the classroom curriculum and the performance students will see on stage and maximize their comprehension of the subject matter.

- \*Following a series of classroom activities, students and teachers attend a professionally-produced subject-based performance, free-of-charge, at the Broward Center or its affiliated venues. The 2018-2019 season will include a total of 42 performances, including literature-based shows that reinforce reading, math and science skills; historical events brought to life on stage; and performances that immerse students in the music, dance and traditions of different cultures.

- \*Upon returning to the classroom, teachers review the performance and lead students in discussions and projects that assess and reinforce their understanding of the material. Activities include exercises in applying what was experienced in the theater to real-world math, science and reading situations. Depending on the subject matter and grade level, students may engage in role-playing activities or write reviews of the performances.

- \*Many performances also include a SEAS Plus component, which features pre- and post-show interactive workshops that build on themes and content from select performances and extend that experience through small-group, hands-on activities. Professional teaching artists make the curriculum connection for each show, develop the educational content, facilitate the workshops and develop a study guide for teachers to include additional activities for integration into the classroom.

**Elaborate on the program/event objectives. How do you plan on using the funding to solve the problem?** SEAS combines the forces of the Broward Center, Broward Public Schools and the region's arts community to support school curriculum and academic learning through the arts. The City of Pompano Beach's funding will assist the Broward Center in providing this arts-integrated, participatory learning experience for a minimum of 4,500 K-12 students from Pompano Beach in order to educate, engage and inspire them to reach their highest academic potential while at the same time fostering self-confidence, creativity and appreciation for the arts. By transforming the theater into an extended classroom, the SEAS program provides new ways of reaching children who may not be adequately served through traditional teaching methods. Live theater experiences actively engage students both visually and intellectually, and when students are engaged, learning takes place in the most effective way.

**What are the outcomes of your program/event?** During the 2018-2019 school year, the Broward Center's SEAS program will provide a minimum of 25,000 Broward public school students, including a

minimum of 4,500 students from the City of Pompano Beach, with quality educational programming that integrates the arts with classroom curriculum. SEAS will also provide Broward public school teachers with the opportunity to use the arts as a tool to complement their lesson plans, helping them make the connection between theater performances and engaged learning classroom activities.

Program outcomes correlate with findings from the National Art Education Association that show

\*Arts education strengthens student problem-solving skills, adding to overall academic achievement including higher attendance and graduation rates.

\*Students involved in arts education develop important values including a positive work ethic, team-building skills, respect for alternative points of view and appreciation for different cultures and traditions.

\*Teachers incorporating the arts in their lesson plans enjoy greater job satisfaction, are more interested in their work and are more likely to be innovative and pursue personal development experiences.

For all of its education programs, the Broward Center works closely with the School Board of Broward County as well as curriculum specialists to develop and implement the most appropriate evaluation methods, which are modeled after the Kennedy Center standard. Measurement tools include attendance records, pre- and post-performance assessments and post-program teacher surveys that request a narrative on how the performance was integrated within the classroom curriculum. The SEAS brochure, published by the Broward Center, sets forth in advance the Florida Standards core curriculum areas that correspond with each performance.

**Estimated number of attendees at program/event:** 10,001+

**Please specify the number of City of Pompano Beach residents your organization will serve if program/event is funded:** 4500

**Describe the demographics of the population you are impacting with program/event.** During the 2018-2019 school year, the Broward Center's SEAS program will serve approximately 25,000 kindergarten through 12th grade students in Broward County Public Schools (BCPS). BCPS is the 6th largest school district in the nation and the 2nd largest school district in the state of Florida, with more than 260,000 students that come from 204 different countries and speak 135 different languages. Current enrollment is represented by the following demographics 50.8% white, 40.7% African-American, 3.7% Asian, 1.3% Native American or Native Alaskan, 0.2% Native Hawaiian or Pacific Islander and 3.4% multi-racial; 30.5% are ethnically Hispanic. 100% of the Pompano Beach middle and elementary schools served by the SEAS program are Title-I schools, where the majority of students come from low-to-moderate income families.

<b>Date of Program/Event:</b>	10/1/2018
<b>Time:</b>	10:00 AM – 12:00 PM
<b>Name of Program/Event Venue:</b>	Broward Center for the Performing Arts
<b>Address of Program/Event Venue:</b>	201 SW Fifth Avenue
<b>City, State, Zip:</b>	Fort Lauderdale, FL 33312

**Attire of Program/Event:** Casual

**List any benefits or amenities the City of Pompano Beach receives:** The City of Pompano Beach's support will be recognized with the following marketing benefits

\*Recognition on the Broward Center's annual education brochures (published online and 20,000+ printed copies distributed to all public schools)

\*Donor Listing in Playbill for a minimum of 6 Broadway shows (180,000+ copies)

\*Donor Listing for one year in Broward Center's quarterly program book, In the Spotlight (50,000+ copies distributed at all non-Broadway performances.)

The Broward Center is also open to discussion of other partnership opportunities, such as a City of Pompano Beach presence at a SEAS performances or related events.

**Amount requested:** \$15,000

## Details – Program/Event 2

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

**Amount requested:** \$

## Additional

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

**What are your organizations credentials? Tell us why your organization does it better than anyone else.** Promoting education has always been one of the Broward Center's core values and an integral part of the organization's mission. One of the most unique components of the SEAS program is that it is available to all Broward public school students and teachers at no cost, helping to ensure that a greater segment of the community has access to the arts regardless of socio-economic status. To date, more than 3.1 million students have attended and participated in educational and cultural performances at the Broward Center and its affiliated venues free of charge, making SEAS the largest free arts-in education program in the country. SEAS has been recognized with the National Award for Outstanding Arts in Education Programming from the John F. Kennedy Center Alliance for the Arts Educational Network and National School Board Association and the Magna Award from the American School Board Journal, deeming it a national model for arts-in-education.

**Any other information you wish to share?** No additional information at this time.

**Has your organization been funded before by City of Pompano Beach?** No

**If yes, when was the most recent year?**

**What was the name of the program/event funded?**

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

**Total Request for 2018-2019:** \$15,000

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

## Documents Submitted

**Provided W9:** Yes

**Provided IRS Letter:** Yes

**Provided Budget:** Yes  
**Provided Board of Directors List:** Yes  
**Provided Articles of Incorporation:** Yes

**Entity Disqualified:** No  
**Reason:**

### Organization Contact

**Name:** Christi Lyn Rice  
**Title:** Grants Manager  
**Email:** crice@browardcenter.org  
**Phone:** 9546189678  
**Address:** 201 SW Fifth Avenue Fort Lauderdale, FL 33312

**Timestamp:** 2018/08/23 50715 AM AST

## **Exhibit B**

### **Payment Schedule**

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#### **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. ADOPTED ITEMIZED BUDGET**

To ensure full receipt of awards, applicants must follow all approved itemized budget and submit all reporting requirements in a timely manner as described in Exhibit "A" Recipient Requirements. Submit the **approved itemized budget** and the application in Exhibit "B" Payment Schedule.

#### **C. PAYMENT SCHEDULE**

The total amount awarded for the Broward Performing Arts Foundation, Inc. (name of the non-profit organization) for Student Enrichment in the Arts (SEAS) (title of the program) for the current fiscal year is: \$10,500.

There will be 4 payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 25% of the total allocation or \$2,625; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY within forty-five (45) days of the receipt of such an advance. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or \$2,625; will be issued upon receipt AND approval of the quarterly report (including any additional requested documents);
3. The third will equal 25% of the total allocation or \$2,625; will be issued upon receipt AND approval of the quarterly report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$2,625 and will be issued in upon receipt AND approval of the final quarterly report.

#### **Please Note:**

1. Failure to provide the quarterly reports will render an organization ineligible to receive future payouts.
2. Failure to provide a final quarterly report and/or failure to utilize all of the prior allocated funds from the first two payouts will render an organization ineligible to receive the third and fourth payouts and render the organization ineligible for current and future funding from the CITY.



3. Funds must be used to support CITY's Sponsored Projects and residents.
4. FRAUDULENT USE OF CITY FUNDS WILL 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.
5. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY.

## EXHIBIT C

### INSURANCE REQUIREMENTS

RECIPIENT 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 who can be reached by phone at (954) 786-4636 or email [cindy.lawrence@copbfl.com](mailto:cindy.lawrence@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article.

RECIPIENT 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.

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 RECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by RECIPIENT under this Agreement.

Throughout the term of this Agreement, RECIPIENT 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. RECIPIENT 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 RECIPIENT's negligent acts or omissions in connection with RECIPIENT'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  
\$1,000,000 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
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 RECIPIENTS	personal injury
XX	personal injury	

**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per  
Aggregate. Bodily injury (each person) bodily injury (each  
accident), property damage, bodily injury and property  
damage combined.

XX	comprehensive form
XX	owned
XX	hired
XX	non-owned

**REAL & PERSONAL PROPERTY**

<input type="checkbox"/>	comprehensive form	Agent must show proof they have this coverage.
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**EXCESS LIABILITY**

Per Occurrence    Aggregate

<input type="checkbox"/>	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
--------------------------	---------------------	--	-------------	-------------

**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
--------------------------	---	-------------	-------------

(3) If Professional Liability insurance is required, RECIPIENT agrees the indemnification and hold harmless provisions set forth in 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. If required by law, RECIPIENT 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 RECIPIENT, the RECIPIENT 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. RECIPIENT 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 RECIPIENT 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 RECIPIENT enter into such an agreement on a pre-loss basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2018

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).

<b>PRODUCER</b> Risk Strategies Company 420 Lexington Avenue  New York NY 10170	<b>CONTACT NAME:</b> Jennifer A Brown <b>PHONE (A/C, No, Ext):</b> 212-297-1445 <b>E-MAIL ADDRESS:</b> jbrown@dewittstern.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20281
<b>INSURED</b> Performing Arts Center Authority 201 Southwest Fifth Avenue  Fort Lauderdale FL 33312		

**COVERAGES****CERTIFICATE NUMBER:** CL1811753285**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		79940995	01/14/2018	01/14/2019	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ Included	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79940994	01/14/2018	01/14/2019	EACH OCCURRENCE \$ 10,000,000	
							AGGREGATE \$ 10,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

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

City of Pompano Beach is an Additional Insured under the General Liability policy with respects to claims arising out of the negligence of the operations of the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 100 West Atlantic Blvd.  Pompano Beach, FL 33060	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  
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