

APPROPRIATIONS CONTRACT

THIS CONTRACT is signed on _____, by the City of Pompano Beach (“City”) and BROWN'S COMMUNITY DEVELOPMENT CENTER, INC., a Not For Profit Corporation authorized to do business in the State of Florida (“Recipient”).

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2022-2023 (October 1st through September 30th), the sum of \$3,000 to Recipient, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description” (collectively the “Work”) attached hereto and incorporated herein by reference, for the period beginning October 1, 2022 and ending September 30, 2023; and

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

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

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

1. *Contract Documents.* This Contract consists of Exhibit A, “Recipients Requirements, Contractual Responsibilities and Program Description”; Exhibit B, “Payment Schedule”; and Exhibit C, “Insurance Requirements” attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.

2. *Term of Contract.* This Contract shall be for the period beginning October 1, 2022 and ending September 30, 2023.

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

4. *City’s Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.

5. *Payment of Program.* City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit B.

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

7. *Contract Administrators, Notices and Demands.*

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

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

If to Recipient: Darlene Brown-Ponder
President
611 NORTH WEST 31 AVENUE
POMPANO BEACH, FL 33069
Office: (954) 917-8099
Email: info@brownscdc.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. *Non-Assignability and Subcontracting.*

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

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

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

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

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

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

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

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

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

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

20. *Public Records.*

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. *Waiver and Modification.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"RECIPIENT"

Witnesses:

[Signature]
Lola Bramwell
(Print or Type Name)

[Signature]
Carla Melendez
(Print or Type Name)

BROWN'S COMMUNITY DEVELOPMENT CENTER, INC.
(Print or type name of company here)

By: Darlene Brown-Ponder
Print Name: Darlene Brown-Ponder
Title: President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 25th day of August, 2022, by DARLENE BROWN-PONDER as PRESIDENT of BROWN'S COMMUNITY DEVELOPMENT CENTER, INC., a Florida non for profit corporation. She is personally known to me or who has produced Florida state driver license (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Marie Carmel Lohvil Derongery
(Name of Acknowledger Typed, Printed or Stamped)

01-06-2024
Commission Number

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

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

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

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

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

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

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

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

1st Quarterly Narrative & Financial Report (October/November/December) - February 1st

2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st

3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st

4th Quarterly Narrative & Financial Report (July/August/September) - September 30th

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

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

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

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

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

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

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

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

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

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.
- 8) For contracts awarded for multiple projects, RECIPIENT shall provide separate reports for each project as outlined under Paragraph 2 above. CITY reserves the right to withhold payment if RECIPIENT fails to provide the reports as requested.

Organization Name: BROWN'S COMMUNITY DEVELOPMENT CENTER, INC.

Program Funded: 7th Annual Collier City Family Fun Day

Amount Funded: \$3,000.00

Program Description: The " 7th Annual Collier City Family Fun Day" is an event the brings families and community partners together. This event consists of free food distribution, backpack give-a-ways, health and wellness screenings, job and career fair, numerous exhibitors, free haircuts for the children, games for and activities for children.

Also, live entertainment in which consist of cultural music for all ethnic groups to enjoy and learn each other cultures.

Components:

1. Resource Fair
2. Family Entertainment
3. Free food and free backpack distribution.

Form Name:	City of Pompano Beach Nonprofit Sponsorship Application
Submission Time:	April 28, 2022 4:52 pm
Browser:	Chrome 100.0.4896.127 / Windows
IP Address:	73.124.190.103
Unique ID:	958642785
Location:	26.2281, -80.1648

About Your Organization

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

Full Name of Nonprofit: Browns Community Development Center Inc.

Mission of Nonprofit: Browns Community Development Center Inc. (BCDC) is dedicated to enhancing the lives of the people. BCDC promotes decent, affordable housing and improve neighborhood communities. BCDC will provide services with youth and the elderly in the NW target area, City of Pompano Beach and Broward County.

BCDC envisions a community where every child and senior citizen has a safe, and nurturing environment in which to live. BCDC believes that the market does not naturally ensure quality and affordable housing for every citizen. Therefore, they envision being the leader of decent housing for all citizens.

Brief Overview of Nonprofit: Browns Community Development Center (BCDC) have been serving Pompano Beach over 18 years, especially Collier City. We have coordinated health fairs, food distributions, health seminars, clothing and back pack give-a-ways, senior programs, youth projects and empowerment seminars. Also, we have been assisting the Broward Outreach Homeless Shelter for many years by donating clothes and personal hygiene items. We have sponsored many dinner for Mother's Day and Father's Day Celebration at the shelter.

Nonprofit Website: www.brownscdc.org

Which Funding Priority Does Your Nonprofit Qualify For: Community Events

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

Executive Summary of How Nonprofit will use City of Pompano Beach Funding: The "7th Annual Collier City Family Fun Day" is an event that brings families and community partners together. This event consists of free food distribution, backpack give-a-ways, health and wellness screenings, job and career fair, numerous exhibitors, free haircuts for the children, games and activities for the children. Also, live entertainment in which consist of cultural music for all ethnic groups to enjoy and teach each other cultures.

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

The " 7th Annual Collier City Family Fun Day". fits the guidelines and funding interest because this event will promote economic development in Pompano Beach. It will bring visibility and traffic to Pompano Beach. Businesses and organizations will showcase their products or services to help Collier City community enhance their quality of life. Local caterers will be able to sell their food. This will increase businesses revenue and exposure as well.

Ali Cultural Center and Bailey Contemporary Arts will be encouraged to showcase their programs and talents at the events to get more attendance to the downtown and innovative districts.

Statement of Need:

Collier City is one of the most disadvantage communities in the City of Pompano Beach. The average income is estimated \$29,000/year. The household expenditures are below national average. There are more single parents than married couples. The educational level is very low in the community. There is a need to improve the economic development and quality of life in Collier City to prevent and increase in the crime rate by assisting business growth and providing health/wellness education, job/career opportunities, social services resources and free food distribution.

Include a Description of the Geographic Area You Serve:

Collier City is predominantly African American, in which consist of Hispanics and Haitian population. Collier City is a very low income and educational level community. There are more single families than married. 57% is white collar workers, and 43% are blue collar workers. There are a lot of young men sitting under the trees or at the corner convenience stores during the day.

The houses are in poor conditions and needs renovation. In the past 3 three years, Habitat of Humanity has been building homes in that area. There are many areas that are drug infested. Much improvement has been done in the last 4 years but there is more to be done.

About Your Board of Directors

Board Disabled	0
Board Minorities	3
Board Seniors	1
Total Board Members	3

Program/Event Information #1

Will your organization be hosting an event on City property?	Yes
Which are you applying for? (Program/Event)	Event

Program/Event Name	7th Annual Collier City Family Fun Day
Type of Program/Event	Community Event
Describe the program/event succinctly:	<p>The " 7th Annual Collier City Family Fun Day" is an event the brings families and community partners together. This event consists of free food distribution, backpack give-a-ways, health and wellness screenings, job and career fair, numerous exhibitors, free haircuts for the children, games for and activities for children.</p> <p>Also, live entertainment in which consist of cultural music for all ethnic groups to enjoy and learn each other cultures.</p> <p>Components:</p> <ol style="list-style-type: none"> 1. Resource Fair 2. Family Entertainment 3. Free food and free backpack distribution.
Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	<p>Objectives:</p> <ol style="list-style-type: none"> 1. To increase health awareness awareness and disease to prevention for families by providing health screenings, educational information and related activities. 2. Increase awareness of local health services, social services and community services. 3. Provide disaster preparedness information. 4. Provide free schools supplies and book bags to school aged children. 5. To assist adults by providing employment opportunities.
What are the outcomes of your program/event?	<p>Outcome;</p> <ol style="list-style-type: none"> 1. 10% of the attendees will received job opportunities through the job fair. 2. 250 families will receive free groceries. 3. 400 kids will receive bookbags with supplies. 4. 350 attendees will receive health screening.
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:	500

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.

Collier City is one of the most disadvantaged communities in the city of Pompano Beach. The average income is estimated to be \$29,000/year. The household expenditures are below national average. There are more single parents than married couples. The educational level is very low in this community. Most of the residents are blue collar workers. There are more women than men in that community, It's a multicultural community. The average age medium is between 25-7- years old.

Start Date of Program/Event: Jul 30, 2022

End Date of Program/Event: Jul 30, 2022

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

Start Time of Program/Event: 10:00 AM

End Time of Program/Event: 03:00 PM

Name of Program/Event Venue: 7th Annual Collier City Family Fun Day

Address of Program/Event Venue Location: 900-920 North West 27 Avenue
Pompano Beach, FL 33069

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

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

1. The city of Pompano Beach will receive visibility and participation from surrounding communities.
2. The community will receive health and wellness screenings.
3. The community will receive resources from many organizations to meet their needs.
4. Job opportunities for many of the residence.
5. Economic growth thru job opportunities and businesses showcasing their services.
6. Exposure of the Ali Cultural Center and Contemporary Bailey Arts and their services.

Amount Requested: 3000

Are you applying for a second Program/Event? No

Additional Activities

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

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else. Browns Community Development Center has been serving Collier City over 18 years, trying to meet the needs of that community. For the few years we have coordinated the Collier City Annual Family Fun Day, providing groceries, health screenings, workshops, job opportunities and school supplies for the school aged children to improve the quality of life in that community. We would like to continue serving this community by having this annual event.

Any other information you wish to share? We received feedback from the many attendees, they had benefited from the resources and health screenings that was were provided at the event.

City of Pompano Beach Funding History

Has your organization been funded before by City of Pompano Beach? Yes

If yes, when was the most recent year? 2021

What was the name of program/event funded? 7th Annual Collier City Family Fun Day

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

Requested Budget Information

What is the total value your nonprofit is applying for? 17000

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

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

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted. <https://www.formstack.com/admin/download/file/12646662982>

W9 <https://www.formstack.com/admin/download/file/12646662983>

IRS Letter <https://www.formstack.com/admin/download/file/12646662984>

List of Board of Directors <https://www.formstack.com/admin/download/file/12646662985>

Articles of Incorporation <https://www.formstack.com/admin/download/file/12646662986>

Most Recent 990 Form <https://www.formstack.com/admin/download/file/12646662987>

Upload your documents: Matching Gift Documentation

Does Your Organization Receive Matching Funds? No

Primary Nonprofit Contact

Name Darlene Brown-Ponder

Title President

Email info@brownscdc.org

Phone Number (954) 917-8099

Mailing Address (If awarded, your payment will be mailed to this address) 611 NORTH WEST 31 AVENUE
POMPANO BEACH, FL 33069

Secondary Nonprofit Contact

Name Henry Brown

Title Treasury

Email hbrown2390@aol.com

Phone Number

(954) 328-6720



Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248462390
Nov. 30, 2011 LTR 4168C E0
31-1494368 000000 00
00018369
BODC: TE

BROWNS COMMUNITY DEVELOPMENT
CENTER INC
% DARLENE PONDER
1321 NW 46TH AVE
FORT LAUDERDALE FL 33313-5628



021539

Employer Identification Number: 31-1494368
Person to Contact: MR. PATTERSON
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Nov. 18, 2011, 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 1997.

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 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.

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Browns Community Development Center 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) ► **Non-Profit**

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
611 North West 31 Avenue

6 City, state, and ZIP code
Pompano Beach, FL 33069

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

OR

Employer identification number

3	1	-	1	4	9	4	3	6	8
---	---	---	---	---	---	---	---	---	---

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 ► *Dorene Brown-Forder* Date ► *4/28/2022*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**ARTICLES OF INCORPORATION
OF
BROWN'S COMMUNITY DEVELOPMENT CENTER, INC.**

FILED
96 NOV 21 10:35
CLERK OF DISTRICT COURT
MIAMI, FLORIDA

- ONE: The name and address of this principal corporation is Brown's Community Development Center, Inc., 1081 North Powerline Road, Pompano Beach, FL 33069, Broward County. The corporation is organized pursuant to **FLORIDA** Nonprofit Corporation Code.
- TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. The corporation is organized under the Nonprofit Public Benefit Corporation Law for charitable and educational purposes to aid the poor and disadvantaged individuals and families towards a life of self-sufficiency. The programs will consist of, but shall not be limited to: Job Training, Job Placement, Land Acquisition Housing, Employment, Literacy, Counseling, Temporary Shelter, Teenage Pregnancy, Substance Abuse Awareness and Prevention, Tutoring, AIDS, Elderly Care and other programs to aid those in need.
- THREE: The duration of this corporation shall be perpetual, no stock and shall have no members.
- FOUR: The address of the REGISTERED office is 1081 North Powerline Road, Pompano Beach, FL 33069, Broward County, and the name of the registered agent of the corporation shall be:
Darlene Ponder
Darlene Ponder
5231 N. W. 12th Street
Lauderhill, FL, 33313
- FIVE:
- (a) This corporation is organized and operated exclusively for Educational and Charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- (b) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to carry on (1) by a corporation exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code.

SIX: The Directors are elected in accordance with the Bylaws. The name and address of the persons appointed to act as the initial Directors of this corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Henry Brown, Jr. President	1321 N. W. 46th Avenue Lauderhill, FL 33313
Darlene Ponder Secretary	5231 N. W. 12th Street Lauderhill, FL 33313
Henry Brown, III Treasurer	1321 N. W. 12th Street Lauderhill, FL 33313

SEVEN: The property of this corporation is irrevocably dedicated to Charitable and Educational purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer or member thereof or the benefit of any private person.

EIGHT: On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation, which is organized and operated exclusively for Religious, Charitable and Educational purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

NINE: Executed on October 8, 1996. The name and address of the incorporator of this corporation shall be: Darlene Ponder
Darlene Ponder
5231 N. W. 12th Street
Lauderhill, FL 33313

Browns Community Development Center Inc. Board of Directors

- 1. Darlene Brown-Ponder- President**
- 2. Dr. Henry Brown Jr.- Vice President**
- 3. Dr. Henry Brown III- Treasury**

heat

ent History

ment History

COMMUNITY DEVELOPMENT CENTER INC - Federal 990 N (Postcard)




Accepted 4/25/2022

Current Acknowledgement Detail

TIN: 311494368
 ID: 6081752022115linx844 Refund: 0
 Status: Accepted Status Date: 4/25/2022 2:46 PM
 Action: Federal
 Type: 990-N
 Sub Type: Federal

Acceptance Code: Accepted Ack Status Date: 4/25/2022 2:46 PM
 Expected Refund: 0
 PIN Indicator:
 Payment Ack: ---
 Birth Date Validity: ---
 Number of Errors: 0
 Error Reject Codes:

us History

File Created	Transmitted to EFC	Transmitted to Agency	Accepted by Agency
4/25/2022	 4/25/2022	 4/25/2022	 4/25/2022

Browns Community Development Center Inc.

Itemized Budget

“7th Annual Collier City Family Fun Day”

Expenses: \$17,163.93

Site:

Rental space- \$350.00

Tents

(25) 10x10 Tents \$105 each= \$2625

Chairs and tables- in-kind

Activities for Children:

GCB Plus Company

Obstacle inflatable-\$375.00

20X20 Toddler Play-\$375.00

Attendants- \$510.00

15x15 Bounce House-\$125.00

Face Painter- \$100.00

Three Kid Zones for different age groups, snacks, displays, hotdogs w/condiments, drink(350 kids)-\$1025.00

Trackless Train_\$110.00

Total=\$3305.00

For Teenagers Activities:

Just For Fun Mobile Gaming LLC: Video Game Truck for 4 hours-\$533.93

Entertainment For Attendees:

Entertainment Company-(4 and 1/2 hours)- includes sound system and setting up equipment, DJ –

Total- \$3000.00

Publicity:

Graphic design- \$350.00

Printing- \$500.00

Advertising/Marketing-\$ 1,000 (Local newspapers)

Total-\$1850.00

Children:

Book bags bulk \$5.00 each for 800 kids=\$4000.00

School Supplies for 800 kids= \$1500.00

Total= \$5,500

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 BROWN'S COMMUNITY DEVELOPMENT CENTER, INC. for 7th Annual Collier City Family Fun Day for the current fiscal year is: \$3,000.

There will be a lump sum payment issued in advance equal to \$3,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY, in the lump sum narrative and financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

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

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance	Limits of Liability	
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
— liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:	Minimum \$10,000/\$20,000/\$10,000	
XX comprehensive form		
XX owned		
XX hired		
XX non-owned		

REAL & PERSONAL PROPERTY		
— comprehensive form	Agent must show proof they have this coverage.	

EXCESS LIABILITY	Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
—	* Policy to be written on a claims made basis	\$1,000,000 \$1,000,000

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

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

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

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

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

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



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

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

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

NON-CONSTRUCTION INDUSTRY EXEMPTION

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

EFFECTIVE DATE: 12/19/2020

EXPIRATION DATE: 12/19/2022

PERSON: DARLENE BROWN PONDER

EMAIL: TLCADULTDAYCARE@AOL.COM

FEIN: 311494368

BUSINESS NAME AND ADDRESS:

BROWN'S COMMUNITY DEVELOPMENT CENTER, INC.

611 NORTH WEST 31 AVENUE

POMPANO BEACH, FL 33069

SCOPE OF BUSINESS OR TRADE:

Social Services Organization-
All Employees &
Salespersons, Drivers

APPROVED

D. Thorpe
By Danielle Thorpe at 1:47 pm, Aug 16, 2022

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

Florida Automobile Insurance Identification Card



GEICO GENERAL INSURANCE COMPANY

Policy Number / Florida Code No.
6009-55-70-49/ 01288

Effective Date
04/22/22

Personal Injury Protection
Benefits/Property Damage Liability

Bodily Injury Liability

Named

Darlene Brown Ponder

Insured(s)

2011 CHEV EQUINOX

Vehicle ID No. 2CNALDEC7B6401962

Not valid more than one year from the effective date

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2011 CHEV EQUINOX

Additional Drivers

Carina MARGARET Ponder

APPROVED

Thorpe

By Danielle Thorpe at 1:46 pm, Aug 16, 2022