

## 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 The Cooperative Feeding Program Inc DBA LifeNet4Families, 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 \$15,000 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office:

Cell:

Email:

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"**

The Cooperative Feeding Program  
(Print or type name of company here)

Witnesses:

Rose Phanord  
(Print or Type Name)

Malcolm Brown  
(Print or Type Name)

By: Melanie Geddes

Print Name: Melanie Geddes, Ed.D.

Title: President & CEO

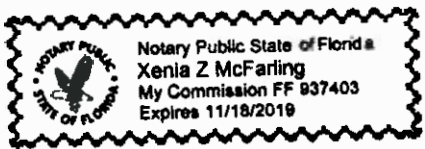
Business License No. 59-269 6451

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 19 day of November, 2018, by person as employee of LifeNet4Families, 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 ID Florida Driver's License (type of identification) as identification.

NOTARY'S SEAL:



Xenia McFarling  
NOTARY PUBLIC, STATE OF FLORIDA

Xenia McFarling  
(Name of Acknowledger Typed, Printed or Stamped)

FF 937403  
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:** The Cooperative Feeding Program Inc DBA LifeNet4Families

**Program Funded:** Workforce Ready

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

**Program description:** LifeNet is requesting funding for 24 workforce readiness sessions. Many of our clients are from Pompano Beach and come into our facility on a daily basis for services. There is a large group of clients who come in the morning to have breakfast and grab a to go lunch before heading to work for the day daily. This population of clients come in for help with job search assistance, help with their resumes and help with interpersonal skills. LifeNet also assists our working clients connect with employers who need skilled workers. These workshops will take place twice a month at our facility.

LifeNets main objective is to help the working and ready to work clients who come from Pompano Beach search for jobs, connect with employers and train clients on the skills they need to obtain/maintain a job. Funding will go towards teaching these necessary sessions via trainer and materials for these sessions. Some of the funding will go towards specific needs for each client such as uniform/work clothing, work boots, tools and bus passes.

## LIFENET4FAMALIES

## BUDGET

Project 1	Workforce Ready
Salaries	\$6,000
Food for sessions	\$6,000
Printing & Copying	\$500
Supplies	\$1,000
Bus Passes/travel	\$1,500
TOTAL	\$15,000

Project 2	Mobile Pantry
Salaries	\$6,000
Food items	\$6,000
Printed Marketing Material	\$1,000
Case Management	\$2,000
TOTAL	15000



CINCINNATI OH 45999-0038

In reply refer to: 0248367576  
Feb. 25, 2016 LTR 4168C 0  
59-2696451 000000 00  
00015682  
BODC: TE

THE COOPERATIVE FEEDING PROGRAM INC  
1 NW 33RD TER  
LAUDERHILL FL 33311

Employer ID Number: 59-2696451  
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 16, 2016, regarding your tax-exempt status.

We issued you a determination letter in January 1987, 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).

# 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.

The Cooperative Feeding Program, Inc. D/B/A LifeNet4Families

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) \_\_\_\_\_

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.

One NW 33rd Terrace

Requester's name and address (optional)

6 City, state, and ZIP code

Lauderhill, FL 33311

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 9 6 4 5 1

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ► 11-20-18

## 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.

## The Cooperative Feeding Program Inc DBA LifeNet4Families

**Year Applying:** 2018-2019

**Mission:** LifeNet4Families mission is to be a seamless system of care for those in need by providing necessary food, ancillary services and referrals that help promote self-sufficiency.

**Overview:** For more than 30 years, LifeNet4Families (LifeNet) has been charged with a mission to be a seamless system of care for those in need in Broward County by providing necessary food, ancillary services and referrals. Accomplishing this has meant providing emergency food and support services for the homeless and working poor in Broward County, where levels of poverty and food insecurity exceed the national average. Many of LifeNet's clients are single parents, veterans, survivors of domestic violence, elderly or disabled and they struggle on a daily basis to meet the most basic nutritional needs for themselves and their families.

Through the Food & Nutrition Program, LifeNet provides nutritious hot meals to more than 200 food-insecure individuals and families with children each day, 365 days a year, at its centrally-located facility. In addition, LifeNet provides 1,800 food-insecure individuals and families each month with food boxes, fresh produce, emergency food distribution, home delivery for the sick or elderly, and carry-away lunch packs for those who are employed. LifeNet also provides an array of support services to our clients including medical services, case management, mailroom services, shower facilities, access to our clothing closet and job readiness training.

**Website:** [www.lifenet4families.org](http://www.lifenet4families.org)

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

**Type of Organization:** Human Services

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

LifeNet will use funding from the City of Pompano Beach to facilitate a 24 session workshop that educates our clients in an array of ways to get them workforce ready. Funding will go towards a workshop coordinator, session materials and specific needs for our clients. These specific needs will vary from work uniforms/clothing, bus passes and work materials/tools.

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

LifeNet fits the guidelines and funding interests by providing workforce readiness programs specifically reaching out to Pompano Beach residents as well as providing meal assistance to the seniors in the community.

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

LifeNet fits the guidelines and funding interests by providing workforce readiness programs specifically reaching out to Pompano Beach residents as well as providing meal assistance to the seniors in the community.

**Statement of Need:** LifeNet cuts to the core needs of Broward's community where over 44% are identified as ALICE (Asset Limited Income Constrained Employed). This means most families are living one emergency away from imminent homelessness & must often make the choice between eating &

paying other essential bills. With increased housing rates & studies verifying that the minimum wage would have to be \$25/hr to be just above poverty level here in Broward, the need for our existence & evolution is essential.

Through the Food & Nutrition Program, LifeNet continues to provide nutritious hot meals to more than 200 food-insecure individuals and families with children each day, 365 days a year. Recognizing the specialized needs of families with children, LifeNet maintains a "no wait" policy for families & seats them in the dining room immediately upon arrival, providing a welcoming environment where they can receive a hot, nutritious meal together. In addition, every month we provide 3,000 food-insecure individuals and families with food boxes, fresh produce, emergency food distribution, home delivery for the sick or elderly, and carry-away lunch packs for those who are employed. We also provide pet food as needed to assist clients in caring for their animal companions, which play an important role in their mental and often physical well-being. LifeNet takes pride in partnering with Holy Cross Hospital to provide on-site access to basic health care services including preventative care screenings & medical referrals as appropriate.

LifeNet has also been working on expanding its scope of services because it has become evident that the journey to self-sufficiency is becoming more challenging. As such, enhanced services must be offered in order to provide long-term solutions that target the root of some major barriers. Coupled with ancillary and case management services, and financial literacy sessions, improving employability skills and increasing our ability to link clients with employment or tech certification opportunities can serve as a gateway to reaching stability for those who lack adequate income but who demonstrate the ability and motivation to work. Many are also unaware of the educational resources available to the homeless & believe that academic advancement is not realistic for them.

LifeNet also strives to provide extra services specifically for children to further improve their well-being and provide them with a sense of normalcy. While many agencies host school supply drives at the beginning of the school year, most children need additional supplies by winter break, and low-income parents often struggle with how to respond to this need after the holidays. To minimize duplication of efforts, in January 2017, LifeNet hosted its first annual "Operation Fresh Start" event, providing backpacks, school supplies, books, uniforms, shoes/sneakers and haircuts for more than 300 children in need and helped ensure they had the tools necessary to finish the school year strong.

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

**If Yes, please explain the matching gift partnership you have:** This program will be matched by funding from the Broward Sheriff Office (10K)

**Total Board Members:** 10

**Disabled:** 0

**Minorities:** 1

**Seniors:** 1

**Include a Description of the Geographic Area You Serve:** The geographical area that we are targeting is all of those in need who reside in Broward County with a target population of children ages 0-17 who belong to the homeless or low income families that come to LifeNet for services.

## Details – Program/Event 1

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

**Program/Event:** Workforce Ready

**Type of Program/Event:** Nonprofit Program/Seminar/Workshop

**If other:**

**Describe the program/event succinctly:** LifeNet is requesting funding for 24 workforce readiness sessions. Many of our clients are from Pompano Beach and come into our facility on a daily basis for services. There is a large group of clients who come in the morning to have breakfast and grab a to go lunch before heading to work for the day daily. This population of clients come in for help with job search assistance, help with their resumes and help with interpersonal skills. LifeNet also assists our working clients connect with employers who need skilled workers. These workshops will take place twice a month at our facility.

**Elaborate on the program/event objectives. How do you plan on using the funding to solve the problem?** LifeNets main objective is to help the working and ready to work clients who come from Pompano Beach search for jobs, connect with employers and train clients on the skills they need to obtain/maintain a job. Funding will go towards teaching these necessary sessions via trainer and materials for these sessions. Some of the funding will go towards specific needs for each client such as uniform/work clothing, work boots, tools and bus passes.

**What are the outcomes of your program/event?** Employability LifeNet will provide 100 clients with employability skills training and/or employment linkage.

LifeNet will raise awareness of our services to residents of Pompano Beach.

Provide crisis prevention and intervention for a minimum of 100 individuals and families in the Pompano Beach area through the distribution of nutritious food, supplies and hygiene products; assistance with applying for the Supplemental Nutrition Assistance Program (SNAP), financial education workshops and planning assistance; supportive services, and referrals within the community resource network. Services will take place at LifeNet's facility, located at 1 NW 33rd Terrace, Lauderhill, FL 33311.

**Estimated number of attendees at program/event:** 51-150

**Please specify the number of City of Pompano Beach residents your organization will serve if program/event is funded:** 60

**Describe the demographics of the population you are impacting with program/event.** LifeNet serves individuals in Broward who are homeless and/or living 50-80% below the Area Medium Income and face multiple barriers to food, housing, healthcare, employment, and education. 47%+ are families with children, nearly 20% are young children under 5, 11%+ are seniors and 23% are veterans.

**Date of Program/Event:** 11/30/2018

**Time:** 1:00 PM – 3:00 PM

**Name of Program/Event Venue:** LifeNet4Families

**Address of Program/Event Venue:** 1 NW 33rd Terrace



Provide crisis prevention and intervention for a minimum of 100 individuals and families in the Pompano Beach area through the distribution of nutritious food, supplies and hygiene products; assistance with applying for the Supplemental Nutrition Assistance Program (SNAP), financial education workshops and planning assistance; supportive services, and referrals within the community resource network. Services will take place at LifeNet's facility, located at 1 NW 33rd Terrace, Lauderhill, FL 33311.

Provide elderly or other home-bound clients in the Pompano Beach area with direct home delivery of food boxes, hygiene packs, pet food and other supplies on a monthly basis.

Provide residents with direct referrals and linkages to other providers within the continuum of care that can assist with housing, employment, medical and other needs in order to further promote stability and self-sufficiency.

**Estimated number of attendees at program/event:** 51-150

**Please specify the number of City of Pompano Beach residents your organization will serve if program/event is funded:** 60

**Describe the demographics of the population you are impacting with program/event.** LifeNetÂ serves individuals in Broward who are homeless and/or living 50-80% below the Area Medium Income and face multiple barriers to food, housing, healthcare, employment, and education. 47%+ are families with children, nearly 20% are young children un

<b>Date of Program/Event:</b>	11/30/2018
<b>Time:</b>	1:00 PM – 6:00 PM
<b>Name of Program/Event Venue:</b>	Various Locations in Pompano
<b>Address of Program/Event Venue:</b>	TBD
<b>City, State, Zip:</b>	Pompano Beach, FL TBD

**Attire of Program/Event:** Casual

**List any benefits or amenities the City of Pompano Beach receives:** LifeNet will recognize the City of Pompano Beach for this grant by social media, newsletters and any promotional materials.

**Amount requested:** \$15000

### 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.** As the only resource in Broward County where families can receive hot meals 365 days per year, LifeNet continues to be the reliable lifeline that prevents our communityâ€™s neediest population from feeling abandoned in their greatest time of need. Clients rely on us to be the conduit to a better life, knowing that taking care of their basic needs means they can focus on making personal gains. When poverty strikes, it affects individuals and whole families, including undeserving children who suffer physically, emotionally, mentally and academically. Oftentimes, those who are homeless cannot find jobs because they enter a vicious cycle where they have no address to register to for mail, no means to purchase bus passes to get to work, no food or lunch to take to work to sustain their health or physical ability to work and no way to present as clean and well-kept for interviews and jobs. LifeNet offers all of these resources in one location, making it possible for individuals and families to create a pathway out of poverty.

**Any other information you wish to share?** N/A

**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:      \$30,000**

**If you are not awarded the full funding requested for your event/program, will you be able to complete your project?** No

### **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:** Melanie Geddes

**Title:** CEO

**Email:** melanie.geddes@lifent4families.org

**Phone:** 954.792.2328

**Address:** 1 NW 33rd Terrace Fort Lauderdale, FL 33311

**Timestamp:** 2018/08/24 52731 AM AST



## **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. 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 The Cooperative Feeding Program Inc DBA LifeNet4Families (name of the non-profit organization) for Workforce Ready (title of the program) for the current fiscal year is: \$15,000.

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 \$3,750; 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 \$3,750; 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 \$3,750; 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 \$3,750 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**

\_\_\_ 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
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, 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)

11/20/2018

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> 11440 West Sample Road 11440 West Sample Road  Coral Springs, FL 33065	<b>CONTACT NAME:</b> Joseph L. Depace <b>PHONE (A/C, No. Ext):</b> (954) 752-0837 <b>FAX (A/C, No):</b> (954) 752-0989 <b>E-MAIL ADDRESS:</b> jdepac@depacinsurance.com
<b>INSURED</b>  The Cooperative Feeding Program, Inc. dba LifeNet4Families 1 NW 33rd Terrace  Lauderhill FL 33311-	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Co. <b>INSURER B:</b> Progressive <b>INSURER C:</b> Lloyd's <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> Progressive

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <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:			NN785089	03/23/2018	03/23/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ Included \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			08234357-6	09/08/2018	09/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000.00 BODILY INJURY (Per accident) \$ 300,000.00 PROPERTY DAMAGE (Per accident) \$ 50,000.00 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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 \$
C	Professional Healthcare Liability			MEO1207381.18	03/23/2018	03/23/2019	Each Claim \$1,000,000 Aggregate \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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