

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach ("City") and Friends Of The Northwest Branch Of Pompano Beach, Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

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

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Willie Cameron (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: Willie Cameron
Vice-President
1915 NW 5th Way
Pompano Beach, FL 33060
Office: (954) 706-3566
Email: gcam401139@bellsouth.net

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

Witnesses:

Kayla Smith
(Print or Type Name)

Gladys Cameron
(Print or Type Name)

Friends Of The Northwest Branch Of Pompano Beach, Inc
(Print or type name of company here)

By: Willie J. Cameron

Print Name: Willie J. Cameron

Title: Vice-President

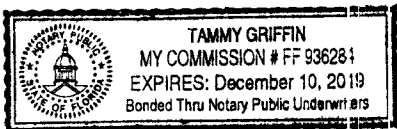
Business License No. N11000003191

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of SEPTEMBER, 2019, by WILLIE J. CAMERON as VICE PRESIDENT of FRIENDS OF THE NORTHWEST BRANCH OF POMPAHO BEACH, INC. Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. ~~He/she is personally known~~ to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Tammy Griffin
NOTARY PUBLIC, STATE OF FLORIDA

TAMMY GRIFFIN
(Name of Acknowledger Typed, Printed or Stamped)

DECEMBER 10, 2019
Commission Number

Exhibit “A”

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:

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

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

- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and
- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

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

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

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

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

- 1st Quarterly Narrative & Financial Report (October/November/December) - February 1st
- 2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st
- 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st
- 4th Quarterly Narrative & Financial Report (July/August/September) - September 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 Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

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

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

Organization name: Friends Of The Northwest Branch Of Pompano Beach, Inc.

Program funded: Community Back To School Fun Day

Amount funded: \$1,000

Program description: The Community Back To School Fun Day is generally held in the month of August just before the children/students return to another year of school for elementary to college age. The Annual Community Back To School Fun Day features a fun filled day for a large number of children/students in the NW, SW and some NE section of Pompano Beach. This event includes handing out between 1300 to 1500 backpacks filled with essential school supplies, fun games activities, exhibitors, free food items, health screenings, educational mentors, financial and self help resources, tennis shoes, meal vouchers and music. This event relies on partnerships and donations to fulfill its purpose. We are hosting the 16th year of the Community Back To school Fun Day for a more diverse population of children/students preparing to return to school better prepared to meet another year of furthering their education and purpose in life.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 9, 2019 9:55 pm
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	73.124.105.113
Unique ID:	503585370
Location:	26.241800308228, -80.164497375488

About Your Organization

Which Fiscal Year Is Your Organization 2019-2020

Applying For?

Full Name of Nonprofit: Friends of the Northwest Branch Library of Pompano of Beach, Inc.

Mission of Nonprofit: The Friends of the Northwest Branch Library is a non-profit organization which supports the programs and objectives of the library, while also promoting cooperation and communication between the library and its community.

Brief Overview of Nonprofit: The Friends of the Northwest Branch Library is a group dedicated to enhancing the library programs by not only raising funds, but also offering our time to different activities that enhance the library experience. The Friends support the library through recruitment of motivated individuals that will add to the library personnel for events and activities.

Nonprofit Website: The Friends of the Northwest Branch Library does not have a website of its own but is included on the Broward County Libraries Division website at www.broward.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 Friends of the Northwest Branch Library will utilize the City of Pompano Beach funding to continue two (2) long time community city events. The first, will be the Annual Blues and Sweet Potato Pie Festival that takes place in the month of June called the Juneteenth as one of the oldest known celebration commemorating the end of slavery in the United States and has been an African American tradition since the late 19th century. Our celebration of this historic moment is one the Friends major projects."The Blues and Sweet Potato Pie Festival" features lots of exciting activities and educational attractions. We average around 300 to 400 residents of Pompano Beach in attendance. Participants are asked to wear 1864-65 period clothing. There are motivational speakers, live performances from youth/young adults in our community, and old time blue music. Also, there have been inspirational segments where local churches can participate by displaying their choirs, dance teams, or groups. For the children there will be lots of fun activities including trackless train rides, Summer Reading program, storytelling, face painting, to name a few. The collective efforts of community volunteers, businesses, agencies, and Friends help to make it a success. This will be our 19th year of hosting this event for the residents in the NW area of the City of Pompano Beach. The second event will be the Community Back To School Fun Day generally held in the month of August just before the children/student return to another year of school for elementary to college age. The Annual Community Back To School Fun Day features a fun filled day for a large number of children/students in the NW area of Pompano Beach. This event includes handing out between 1300 to 1500 backpacks filled with essential school supplies, fun games activities, exhibitors, free food items, health screenings, educational mentors, financial and self help resources, tennis shoes, meal vouchers and music. This event relies on partnerships and donations for fulfill its purpose. We are now hosting the 16th year of the "Community Back To School Fun Day" for a more diverse population of children/students preparing to return to school better prepared to meet another year of furthering their education and purpose in life.

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

The Friends of the Northwest Branch Library through both of its summer events fits the guidelines and interests of the City of Pompano by providing the residents opportunities to enhance their cultural experience with historical and educational presentations within community gatherings. These activities help to fosters awareness of the many organizations, agencies and volunteers within the City of Pompano Beach that collaborate to make these events take place and the value added as a positive agent within the local communities. The use of the funding from the City allows our agency to further enhance the community's participation and well being, provide assistance to children/students through educational supplies and cultural experiences.

Statement of Need:	The funding requested through this application process will assist with the financial obligations that come with promoting two (2) well known community activities for the children, students and adults that frequent each of these events. The Friends of the Northwest branch Library of Pompano Beach is request the amount of \$3,000.00 in total for both events, The Blues and Sweet Potato Pie Festival (\$2,000.00) and The Community Back To School Fun Day at (\$1,000.00) consistent with last year's application request.
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Include a Description of the Geographic Area You Serve:	The Blues and Sweet Potato Pie Festival event is seeking attendees from all part of the City of Pompano Beach to share in the knowledge of this historical Juneteenth celebration of America's history for African Americans. The targeted population that generally participates at this event will predominately come from the NW Section of the city.
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The Community Back to School Fun Day event serve more of a localized population from the SW, NW and some NE sections of the city due in part to the other organizations, groups and cities providing similar back pack giveaways. The other factor has to do with the enormous number of children/students that could show up at the event that would naturally overwhelm the supplies, food, drinks and manpower provided on that day. The origin of the Fun Day was started between a few NW Homeowners Associations for the benefit of its children/students, which then grew. The associations expanded with other partners, sponsors, groups and volunteers to make it what it is today. Additional funding sources were applied for through the City of Pompano in recent years but not to the extent that we could accommodate all of Pompano. Other groups and organizations try to fill the need outside of the locations we are able to serve in excellence.

Does Your Organization Receive Matching Funds?	No
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About Your Board of Directors

Board Disabled	0
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Board Minorities	3
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Board Seniors	1
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Total Board Members	3
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Program/Event Information #1

Will your organization be hosting an event on City property?	Yes
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Which are you applying for? (Program/Event)	Event
Program/Event Name	"Blues and Sweet Potato Pie Festival"
Type of Program/Event	Community Event
Describe the program/event succinctly:	The Blue and Sweet Potato Pie Festival is cultural awareness event the celebrates Juneteenth as a reminder of the end of slavery in the Unites States that features lots of exciting, yet educational attractions. There will be motivational speakers, live performances, from youth/young adults in our community, old time music story telling, trackless train rides, face painting and summer reading program, plus food vendors.
Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	<p>The Blues and Sweet Potato Pie Festival will enhance the community knowledge and culture regarding the period of history when slavery ended and what that period in time look like for African American.</p> <p>The funding for the Blues and Sweet Potato Pie Festival will be utilized for performers and supplies.</p>
What are the outcomes of your program/event?	The outcomes of the Blues and sweet Potato Pie festival event will be provide the residents opportunities to enhance their cultural experiences and awareness in historical and educational presentations of past African American history.
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:	300
Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.	The population that attends the Blues and Sweet Potato Pie Festival tend to be a majority of Middle to moderate income residents. The ages in attendance range from approximately Preschoolers up to 80 years. The majority age in attendance being over 30 years of age, mostly females. Education level range from preschool to college grads.
Start Date of Program/Event:	Jun 13, 2020
End Date of Program/Event:	Jun 13, 2020
Does your program/event have a start time/end time?	Yes

Start Time of Program/Event:	11:00 AM
End Time of Program/Event:	05:00 PM
Name of Program/Event Venue:	Blues and Sweet Potato Pie Festival
Address of Program/Event Venue Location:	1580 NW 3rd Ave Apollo Park Pompano Beach, FL 33060
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	The benefits for the City of Pompano Beach would be reflected in the positive investment made to the residents within the NW Communities in the city and showing a willingness to continue building a long lasting partnership with those groups and organizations that strive to make a positive impact.
Amount Requested:	2000
Are you applying for a second Program/Event?	Yes

Program/Event Information #2

Will your organization be hosting an event on City property?	Yes
Which are you applying for? (Program/Event)	Event
Program/Event Name	Community Back To School Fun Day
Type of Program/Event	Community Event

Describe the program/event succinctly: The Community Back To School Fun Day is generally held in the month of August just before the children/students return to another year of school for elementary to college age. The Annual Community Back To School Fun Day features a fun filled day for a large number of children/students in the NW, SW and some NE section of Pompano Beach. This event includes handing out between 1300 to 1500 backpacks filled with essential school supplies, fun games activities, exhibitors, free food items, health screenings, educational mentors, financial and self help resources, tennis shoes, meal vouchers and music. This event relies on partnerships and donations to fulfill its purpose. We are are hosting the 16th year of the Community Back To school Fun Day for a more diverse population of children/students preparing to return to school better prepared to meet another year of furthering their education and purpose in life.

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

The Community Back To school Fun Day will provide a large number of children/students first with the opportunity to enjoy and have a fun filled day with their family and friends while sharing in a number of activities provided by a host of community organization, groups, businesses and volunteers. Second, there will be food and drink for all, parents will be able to get health screenings for their children, free tennis shoes will be given out, college students will receive financial information on banking accounts for school, parents will be provided with groceries for their families and kids will experience games and competitive games and sport that day. Before the is over all children/students in attendance that have received a risk band will walk away with a backpack filled with essential school supplies to begin the school year.

What are the outcomes of your program/event?

The outcomes of the Community Back To School Fun Day event will be reward day of fun food and experiences had for all in attendance and receiving the necessary tools to begin the school properly prepared. The children/students and and parent will also gain the trust and knowledge that that their City and community groups care about their needs and are willing to do something about it.

Estimated # of Attendees at the Program/Event (select the one that best applies)

1,001-5,000

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:

1200

Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

The population that attends the Community Back To School Fun Day event range in income form moderate to low. The majority of participants are elementary ages 55% (ages 6-9), next Middle School 25% (ages 10-14), High school 15% (ages 15-18) and college 5% (ages 18 & up). A portion of the event population are parents that are present to supervise their children. The parents range in age from 20 years to approximately 45 years. The majority in attendance are all in attendance are females, approximately 80%.

Start Date of Program/Event:

Aug 08, 2020

End Date of Program/Event:

Aug 08, 2020

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

Yes

Start Time of Program/Event:

11:00 AM

End Time of Program/Event:

04:00 PM

Name of Program/Event Venue:

Community Back To School Fun Day

Address of Program/Event Venue Location:	1580 NW 3rd Ave Apollo Park Pompano Beach, FL 33060
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Attire of Program/Event (select the one that best applies)	Active Wear
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List any Benefits or Amenities the city of Pompano Beach Receives:	The benefits that will be received for the City of Pompano beach will be that a large number of its children/students will start the school year off better prepared with essential school supplies and knowing that the city played major role in making that positive experience possible. It also lets the tax payers in the NW section of the city know what some of their tax dollars are going and what impact it makes in their community.
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Amount Requested:	1000
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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
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Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.	<p>The Blues and Sweet Potato Pie Festival is in its 19th year of provide this historic and education presentation to the community to enhance the cultural experience of the past history for the African American people. At this time no other group or organization has provided an event of this magnitude consistently that has been received by the community over the years.</p> <p>The Community Back To School Fun Day event now in its 16th year ins one of the largest if not the largest backpack giveaway event within the City of Pompano Beach. Children and students are not only provided with essential school supplies for the school year but they share in a full day of fun activities, foods, help resources,screenings and life experiences shared within a safe and secure environment. This event has served as a model for other communities in the City and outside with their book bag give away. The City of Pompano Beach considers both events as signature summer event for the families in the NW, SW and some NE communities within the city.</p>
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Any other information you wish to share?

The Friends of the Northwest Branch Library of Pompano Beach has enjoyed our long standing partnership with the City of Pompano to provide the cultural and educational experiences for its residents and look forward to continuing to work together on behalf of One Pompano beach.

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?

2018-2019

What was the name of program/event funded?

Blues and Sweet Potato Pie Festival and The Community Back To School 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?

3000

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

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://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503585370/72077528_friends_of_the_northwest_branch_library_itemized_budget.pdf

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503585370/72077535_friends_of_the_northwest_branch_library_2018_w9.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503585370/72077552_friends_of_the_northwest_brach_library_irs_letter.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503585370/72077556_friends_of_the_northwest_bracnh_library_board_of_directors.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503585370/72077558_friends_of_the_northwest_branch_library_articles_of_incorporation.pdf

Charity/Organization Contact**Name**

Willie Cameron

Title

Vice-President

Email

gcam401139@bellsouth.net

Phone Number

(954) 706-3566

Address

1915 NW 5th Way
Pompano Beach, FL 33060



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017526469C-7	04/27/2018	04/30/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FRIENDS OF THE NORTHWEST BRANCH OF
POMPANO BEACH INC
1580 NW 3RD AVE
POMPANO BEACH FL 33060-5447

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**Request for Taxpayer
Identification Number and Certification**

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

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

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.	
2 Business name/disregarded entity name, if different from above Friends of the Northwest Branch of Pompano Beach, Inc.	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► 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. <input checked="" type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1580 NW 3rd Ave.	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach, FL 33060	
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	
<div></div>	<div></div>
OR	
Employer identification number	
<div>82</div>	<div>-1963437</div>

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 ► Willie J. Cameron	Date ► 8-6-2019
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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.

2019 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N11000003191

Entity Name: FRIENDS OF THE NORTHWEST BRANCH OF POMPANO BEACH, INC

Current Principal Place of Business:

1580 NW 3 AVENUE
POMPANO BEACH, FL 33060-544

Current Mailing Address:

1580 NW 3 AVENUE
POMPANO BEACH, FL 33060-544 7

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MOORE-FRAZIER, FELICIA
1580 NW 3 AVENUE
POMPANO BEACH, FL 33060 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: FELICIA MOORE-FRAZIER

05/06/2019

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name MOORE, FELICIA
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060-544

Title VP
Name CAMERON, WILLIE
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060

Title TRES
Name MOSLEY, LANETRE
Address 1580 NW 3 AVENUE
City-State-Zip: POMPANO BEACH FL 33060

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: FELICIA MOORE FRAZIER

PRESIDENT

05/06/2019

Electronic Signature of Signing Officer/Director Detail

Date

Friend of the Northwest Branch Library of Pompano Beach, Inc.

Board of Directors

President	Felicia Moore
Vice-President	Willie Cameron
Treasurer	Lanetre Mosley

Friends of the Northwest Branch Library Itemized Budget
Blues and Sweet Potato Pie Festival

Salaries/Performers	\$1,700.00
Supplies	\$ 300.00
Sub-Total	\$2,000.00

Community Back To School Fun Day

Backpack/Supplies	\$1,000.00
Sub-Total	\$1,000.00
Total	<u>\$3,000.00</u>

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 Friends Of The Northwest Branch Of Pompano Beach, Inc (name of the non-profit organization) for Community Back To School Fun Day (title of the program) for the current fiscal year is: \$1,000.

There will be a lump sum payment issued in advance equal to \$1,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

Type of Insurance

Limits of Liability

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

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

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

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

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

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



Finance and Administrative Services Department

RISK MANAGEMENT DIVISION

115 S Andrews Avenue, Room 218 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-7180

APPROVED

By Danielle Thorpe at 9:27 am, Aug 15, 2019

March 4, 2019

RE: Certification of Self-Insurance - January 1, 2019 – December 31, 2019

To Whom it May Concern:

Broward County /Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida.

The liability program, in effect since May 10, 1977, operates in accordance with Florida Statutes, 768.28, and provides statutory limits on a basis for liability without waiver of sovereign immunity. This is a fully funded self-insured and self-administered program.

The workers' compensation program operates in compliance with and under the auspices of Florida Statutes, Chapter 440. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess coverage.

Yours truly,

Wayne Fletcher
Director, Risk Management
Office: 954-357-7203

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org



Tel: 1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY
One GEICO Center
Macon, GA 31295-0001

Declarations Page

This is a description of your coverage.
Please retain for your records.

Date Issued: June 3, 2019

WILLIE J CAMERON AND GLADYS J
CAMERON
1915 NW 5TH WAY
POMPANO BEACH FL 33060-4842

Policy Number: 2001-79-41-44
Coverage Period:
07-07-19 through 01-07-20
12:01 a.m. local time at the address of the named insured.

APPROVED
By Danielle Thorpe at 9:27 am, Aug 15, 2019

Email Address: Gcam401139@bellsouth.net

Named Insured

Willie J Cameron
Gladys J Cameron

Additional Driver

Kayla Cameron

Vehicle	VIN	Vehicle Location	Finance Company/ Lienholder
1 2006 Chev Malibu	1G1ZT51366F220970	Pompano Beach FL 33060	We Florida Financial

Coverages*	Limits and/or Deductibles	Vehicle 1
Bodily Injury Liability Each Person/Each Occurrence	\$10,000/\$20,000	\$121.80
Property Damage Liability	\$10,000	\$97.10
Personal Injury Protection Work Loss Excluded For Insd & Rel	Option O/\$1,000 Ded/Insd&Rel	\$160.00
Uninsured Motorist/Nonstacked Each Person/Each Occurrence	\$10,000/\$20,000	\$78.00
Comprehensive	\$1,000 Ded	\$39.20
Collision	\$1,000 Ded	\$92.90
Emergency Road Service	Ers Full	\$12.10
Rental Reimbursement	\$30 Per Day \$900 Max	\$16.60
Total Six Month Premium		\$617.70

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in instalments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.