MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this _	_ day of	, 20 <u>19</u> , by the C	City of Pompano
Beach ("City") and Fort Lauderdale Independent	dence Training	& Education Center	<u>, Inc.</u> , a Not For
Profit Corporation authorized to do business i	in the State of F	lorida ("Recipient")	•

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$6,250 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. <u>Contract Documents</u>. 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. <u>Term of Contract</u>. 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. <u>City's Maximum Obligation</u>. 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. <u>Payment of Program or Activity</u>. City shall pay Recipient for performance of the program in accordance with Exhibit B Payment Schedule.
- 6. <u>Disputes</u>. 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. <u>Contract Administrators</u>. 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 <u>Christine Frederick</u> (or their authorized written designee) as further identified below.
- B. <u>Notices and Demands</u>. 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:

Christine Frederick Executive Director 5201 NW 33rd Avenue Fort Lauderdale, FL 33309 Office: (954) 530-4686

Email: christine@flitecenter.org

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. <u>Termination</u>. 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. <u>Insurance</u>. Recipient shall maintain insurance in accordance with Exhibit "C" throughout the term of this Contract.
- 12. <u>Indemnification</u>. 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. <u>Sovereign Immunity</u>. 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. <u>Performance Under Law.</u> 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. <u>Audit and Inspection Records</u>. 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. <u>Adherence to Law</u>. 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. <u>Independent Parties</u>. 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 indemnity 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. <u>Mutual cooperation</u>. 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. <u>No Contingent Fee</u>. 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. <u>Attorneys' Fees and Costs</u>. 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. <u>No Third Party Beneficiaries</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Approvals.</u> Whenever CITY approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.
- 31. <u>Absence of Conflicts of Interest.</u> 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. <u>Binding Effect.</u> The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.
- 33. <u>Severability</u>. 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							
, 2019 by REX	acknowledged before me this day of HARDIN as Mayor, GREGORY P. HARRISON as City as City Clerk of the City of Pompano Beach, Florida, a cipal 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"

	Fort Lauderdale Independence Training & Education Center, Inc. (Print or type name of company here)
Witnesses:	
PATRICIC CONNOR	Print Name: Thomas H. Lo Rredo
(Print or Type Name) OLPHE BERNARD (Print or Type Name)	Title: CNarr Mar Business License No. 26 - 4155794
STATE OF FLORIDA— COUNTY OF Broward	
$\frac{HUGUST}{as}$, 2019, by $\frac{THG}{S}$	acknowledged before me this 30 ^M day of mas H. LoffReDo DET Landerdule Independence Training Educated Center ation or a Florida limited liability company on behalf moto me or who has produced (type of identification) as identification.
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
Maria Vo Commission # GG133509 Expires: August 10 2021 Bonded thru Aaron Notary	MARIA VO (Name of Acknowledger Typed, Printed or Stamped)

Miscellaneous Appropriations Contract 2/21/2019 ACP

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 occurs 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 contact.

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.

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 <u>have not</u> 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: Fort Lauderdale Independence Training & Education Center, Inc.

Program funded: Supporting One United Resource Center

Amount funded: \$6,250

Program description: City of Pompano sponsorship will be able to serve at least 50 of our youth who are from/reside in Pompano. FLITE Center will specifically target this portion of the population that we serve in order to help them attain and retain employment, housing or continue their education. FLITE Center will recruit youth from Pompano to our GED program or link them to post secondary education. FLITE Center serves over 1200 Broward County youth that often face the most difficult struggles transitioning to adulthood successfully. Our youth represent the majority of the aging out foster care population, survivors of human trafficking, displaced LGBT youth and youth who are homeless as defined by HUD definitions 1 thru 4. The drop-in center model calls for triage services to be available at any given time and avoids a duplication of service as our Resource Navigator works to link the youth with the many other organizations we partner with.

Form Name: Submission Time: Browser: IP Address: Unique ID: City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application

May 10, 2019 1:22 am Safari 12.0.3 / OS X 71.196.54.33

 Unique ID:
 503609666

 Location:
 26.845699310303, -80.090202331543

About Your Organization

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

Full Name of Nonprofit:

Fort Lauderdale Independence Training Education (FLITE) Center

Mission of Nonprofit:

The FLITE Center, supported by a coalition of service providers, is a central resource for youth that prepares them to lead successful lives after aging out of foster care. FLITE's goal is to offer a single, convenient point of access to the broad range of services they need, alleviating the obstacles many of them face when seeking support.

Brief Overview of Nonprofit:

The Fort Lauderdale Independence, Training and Education Center (FLITE), created by The Junior League of Greater Fort Lauderdale, The Community Foundation of Broward and the United Way of Broward County, opened its doors in 2009 offering comprehensive and seamless service delivery for youth and young adults ages 13 to 23 involved in the child welfare system. The FLITE Center is the collaborating piece of a comprehensive system of care for transitioning youth. FLITE is the repository of the TIL Database which makes data across more than a dozen service providers available for this population, a concept that is unique to Broward County. Along with our partners, expanded, enhanced, and additional services and supports can now be seen across all domains and are pulled into one convenient location for the youth's access. All of these services are coordinated county wide through the TIL System of Care Steering Committee which is chaired by the FLITE Executive Director. Working in partnership with each other as well as many other service agencies in the community has increased our ability to fully serve and support youth facing any number of barriers, especially homelessness.

Most importantly, FLITE continues to evaluate county and system-wide outcomes for young adults that help to highlight any need for system and process improvements and further program development. In large part, the gaps in services that exist for transitioning youth with special circumstances and limited resources, has inspired FLITE's willingness and desire to take lead in expanding housing opportunities available to them. Because of our many years of experience and our unique collaborative framework, FLITE is well positioned to champion this effort, while drawing in other system supports to avoid duplications in service.

FLITE Center youth are referred directly from ChildNet and from agencies throughout county who encounter transitioning youth in need. ChildNet is Broward County's Community Based Care (CBC) organization that manages all of the youth in our child welfare system. Currently, FLITE Center is co-located with ChildNet, making it easy for our youth to access their Child Advocates with ChildNet as well as the various services and service providers located within our center. The intent was purposeful as it prevents youth from having to travel to various locations, getting bounced from agency to agency, in order to achieve one common goal.

The FLITE Center works jointly with ChildNet's Independent Living and Aftercare Specialists Unit who identifies and refers eligible foster youth that are preparing to transition into young adulthood. This is done collaboratively with all foster youth beginning at age 17 through the process of a transition staffing. In addition to ChildNet's staff, referrals are also received from other partner agencies that serve youth in transition, such as, Camelot Community Care, Memorial HealthCare, SOS Children's Village, HANDY, Gulf Coast Jewish & Community Family Services, Pace Center for Girls, Sunserve, Henderson Behavioral Health Center and many others.

FLITE Center is, quite literally, the emergency room of the TIL System of

Care and, as such, has no filter as to the youth we receive at the center. This includes youth with special and behavioral needs, youth from the LGBT community, victims of human trafficking, youth with or without criminal backgrounds, youth who have no high school diploma, those who are unemployed, homeless or any other unfortunate circumstance. Our primary youth have aged directly out of foster care, however we have also served youth who were once part of the dependency system and aged out of homes with relatives or other caregivers under very distressing circumstances. FLITE is readily able to connect these youth with employment and educational options and, when possible, with safe, affordable housing opportunities.

The FLITE Center participates in all individual staffings that pertain to a youth aging out of foster care and the FLITE Executive Director chairs both the countywide TIL Life Coach meeting and the TIL Steering Committee, which meets to discuss important trends and communal, coordinated approaches for dealing with arising challenges. Over 50 Life Coaches and over 20 agency managers/directors from roughly 15 different agencies throughout Broward participate in both meetings and look to FLITE to steer the ship on system improvements and on filling the gaps for rising needs.

Nonprofit Website:	www.flitecenter.org
Which Funding Priority Does Your Nonprofit Qualify For:	Workforce Readiness
Type of Organization - select the one that best applies:	Human Services
Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	FLITE Center will use funding from the City of Pompano Beach to help support the youth that we serve via our education, housing and employment programs. Many times, youth come in crisis and we are always in need of emergency funding in order to solve their issues right away. This could mean help with moving into a property, emergency food, work uniforms or supplies for school.
How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?	FLITE Centers programs fit the guidelines by educating youth and getting them workforce ready.

Statement of Need:

Programs provided by FLITE are TIL Housing Coordination, TIL Education Coordination, TIL Employment Coordination and TIL Systems Navigation. FLITE Center's programs operate year-round, Monday-Friday. Housing services and specific group services take place on the evenings and weekends, as needed.

Housing: Our Housing Coordination Team works in the community to secure housing units for the youth we serve. In just under four short years, the number of housing units dedicated for this population has grown from a handful to over 200 with new relationships being developed on an ongoing basis. Well over 250 youth have been served annually, something we are very proud of. Housing supports include picking up and delivering gently used furniture to youth who are moving into a new apartment, providing housing bins with start-up supplies and emergency food/utilities assistance when other sources have been exhausted.

FLITE Center is responsible for Broward County's housing coordination as it pertains to TIL youth and is the ONLY approved agency that can partner with tax credit property owners to acquire, place and manage aged out foster youth in affordable, safe housing units throughout the county.

Employment: Similar to housing, our staff works in the community to identify employers that are willing to employ the youth. The Employment team helps provide viable employment options for youth and provides the support and guidance necessary for youth to be successful within these opportunities. Many of the youth have backgrounds and other circumstances that may keep them from being hired otherwise. We act as an intermediary should problems arise and in many cases they are able to work through issues and keep the youth employed. Resume writing, mock interviews, and other job-related skills fall in this area.

Education: One of the most problematic roadblocks to obtaining employment is education. FLITE offers an on-site GED program and post-secondary education coordination. Youth enrolled in this innovative program are expected to obtain their high school diploma or GED and enroll in a Community College or Technical School within 24 months of admission into the program. The GED program offered through our College Boost program is available Monday - Thursday each week. College Boost programming not only includes GED/HS diploma attainment services but also links youth with post-secondary education options upon graduation/completion, which includes assistance with admissions processes, implementation of tuition waivers and linkage to scholarship and other education supports like that offered by HANDY's Scholars Program. The Education Coordinator also helps to connect youth with childcare for their children so that they can attend GED classes, college and/or work. Our Peer Advocates and TIL Ambassador plan empowerment activities and also help coordinate and plan life skills sessions each week.

Parenting education (offered in partnership with expert providers) and

supportive group sessions that keep youth positively focused on the future and helps develop positive parenting practices are essential in FLITE fulfilling its mission to break the cycle of abuse commonly found when our youth raise their own children. In addition, FLITE prides itself on providing adult supporters and peer support relationships that help youth feel connected to a "family" and to society, as a whole. Our "No Wrong Door" concept assures youth that each person's path is individual and that FLITE is will to "start where the youth is", on a plan that correlates with their goals and life circumstances. This is essential in helping youth to not feel judged and to empower them toward taking charge of the important decisions in their life. Hosting parenting and peer advocacy sessions at FLITE allows youth easy access to the guidance that will, undoubtedly, change the outcome for them and their children.

TIL System Navigation: FLITE Center offers a one-stop model where a Resource Navigator makes referrals to link youth with necessary services throughout the county. As one of the entities that works closest with all of TIL providers, FLITE is able to assist in avoiding a duplication of service. FLITE Center is able to help bridge the gap for youth who are resistant with complying or enrolling in other more traditional programs. Hence, as a team, we work in collaboration with any agency that can further assist these youth either in conjunction with our services or as continuation of community reintegration once the participants have become willing to seek further help, beyond their normal bounds. This collaborative effort allows us to work comprehensively with the entire aged out population.

This level of resource coordination and the availability of core programming in a one-stop center, produces positive changes in our youth and ultimately leads to successful outcomes. Due to enhancements made this past program year, FLITE has experienced many positive changes in the participation and motivation level of youth.

Include a Description of the Geographic Area You Serve:	Broward County
Does Your Organization Receive Matching Funds?	Yes
If Yes, please explain the matching gift partnership you have.	Jim Moran Foundation Children's Services Council of Broward United Way of Broward Broward County, Human Services Division Frederick A. DeLuca Foundation
Your organization will be able to provide the City documentation of your Matching Funds.	Yes
About Your Board of Directors	
Board Disabled	0
Board Minorities	3
Board Seniors	1
Total Board Members	13
Program/Event Information #1	
Will your organization be hosting an event on City property?	No
Which are you applying for? (Program/Event)	Program
Program/Event Name	Supporting One United Resource Center
Type of Program/Event	Nonprofit Program/Seminar/Workshop

Describe the program/event succinctly:

City of Pompano sponsorship will be able to serve at least 50 of our youth who are from/reside in Pompano. FLITE Center will specifically target this portion of the population that we serve in order to help them attain and retain employment, housing or continue their education. FLITE Center will recruit youth from Pompano to our GED program or link them to post secondary education. FLITE Center serves over 1200 Broward County youth that often face the most difficult struggles transitioning to adulthood successfully. Our youth represent the majority of the aging out foster care population, survivors of human trafficking, displaced LGBT youth and youth who are homeless as defined by HUD definitions 1 thru 4. The drop-in center model calls for triage services to be available at any given time and avoids a duplication of service as our Resource Navigator works to link the youth with the many other organizations we partner with.

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

Funding from the City of Pompano Beach will be able to fill any of the gaps we currently have for our Pompano Beach residents who come to us for services. These gaps vary greatly and having the ability to close the gap for our youth would impact them greatly.

What are the outcomes of your program/event?

- 1. Assist 200 youth secure safe, affordable housing.?
- 2. Provide each youth entering FLITE TIL Housing with household supplies and donated furniture for their new home.?
- 3. Provide a minimum of 100 youth with educational support by way of FLITE's GED program, linkage to post-secondary education, connecting youth to childcare options (when necessary) and referring youth to either in-house (at FLITE Center) or in-home parenting skills development services.?
- 4. Provide 90% of youth entering TIL Housing with FLITE, 8-12 weeks of planned life skills classes that will help prepare them for aging out of foster care and for successfully maintaining the housing that has been carefully arranged for them.?
- 5. Assist a minimum of 140 youth in obtaining employment opportunities.?
- 6. Provide resource coordination for 100% of youth who demonstrate the need or request assistance.

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

501-1,000

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 50

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.

Our services stretch beyond the age of 18 per Florida Statute that extends the age of care for youth who have been part of the foster care/ dependency system. Not only do we serve the youth transitioning care, but our impact reaches to their children, who would face the same instability and system involvement as their parents once faced if not for the direct supports we provide and help coordinate system wide.

level, occupation.	
Start Date of Program/Event:	Aug 01, 2019
End Date of Program/Event:	Jul 31, 2020
Does your program/event have a start time/end time?	Yes
Start Time of Program/Event:	09:00 AM
End Time of Program/Event:	05:00 PM
Name of Program/Event Venue:	FLITE Center
Address of Program/Event Venue Location:	1100 W. McNab Road Fort Lauderdale, FL 33309
Attire of Program/Event (select the one that best applies):	Business Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	FLITE has grown to be a well-respected leader locally and throughout the state for our unique model and coordination of county wide services. The City of Pompano Beach Grant will be recognized and featured at our inaugural signature event on October 27th at the Bahia Mar which will be attended by industry and state leaders. FLITE will issuing a press release to local television and print media announcing the grant award. The award will also be announced in the FLITE monthly newsletter and the Annual Report, which is disbursed to over 6,000 members, donors, community partners, board members and other interested parties. FLITE will highlight the support on its website, social media platforms and program materials.

Amount Requested:	20000	
Are you applying for a second Program/Event?	No	

agency and its staff belong.

FLITE will also disseminate information nationally through journal publications, conferences and professional organizations to which the

Additional Activities

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)

No

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.

The FLITE Center serves an average of 1,000 youth per year, totaling over 10,000 visits to the center annually. As the first One Stop Resource Center for the TIL youth in the State, there has been statewide recognition of the model and multiple agencies looking to replicate FLITE. The FLITE Center has been cited as a "Best Practice" by the Center for Strategic Philanthropy, and received awards for Florida's Children First, Legal Aid, and the 2012 Bank Atlantic Non-Profit of the Year, Innovation. Most recently, FLITE Center is proud to be winners of the 211-Broward Non-Profit "Rising Star" Award for 2018, an award given to each year to an agency younger than 10 years old that is having such an immense impact despite its size and years of existence. FLITE is also a finalist for Hands On Broward's Youth Impact Awards.

Any other information you wish to share?

The FLITE Center was developed through a collaborative effort to exist as the central hub that coordinates services for youth aging out of foster care throughout the entire county. Over the past year, under new leadership, FLITE has evolved to serve its partners better by filling in the gaps they cannot and by offering youth more comprehensive supports than ever before. This undertaking has brought to light the immense need for more resources and has demonstrated the value we bring in our ability to serve any youth transitioning through our system of care alongside our partners. Without funding, the emergency support we are able to provide our partners and our youth would not be possible. Although FLITE Center would continue to serve youth and agencies in the best way possible, the need would continue to outgrow our capacity. Without continued support, our youth would become part of the homeless population and for those who are currently homeless, the possibility to gain safe, stable housing may never occur. Our GED program is also tailored specifically to support youth who have emerged from the dependency system. Without this caring learning environment, many would not graduate with their GED at all and never take the next steps toward post-secondary education.

City of Pompano Beach Funding History

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

No

requested badget information	
What is the total value your nonprofit is applying for?	15000
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	s 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 /503609666/72077528_flite_center_cop_budget.xlsx
W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535 /503609666/72077535_2018_flite_agency_w9.pdf
IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552 /503609666/72077552_501c3flite.pdf
List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503609666/72077556_2018_flite_board_of_directors.pdf
Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558 /503609666/72077558_flite_articles_of_incorporation.pdf
Charity/Organization Contact	
Name	Christine Frederick

Name	Christine Frederick
Title	Executive Director
Email	christine@flitecenter.org
Phone Number	(954) 530-4686
Address	1100 W. McNab Road Fort Lauderdale, FL 33309

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: AUG 0 6 2010

FORT LAUDERDALE INDEPENDENCE
TRAINING & EDUCATION CENTER INC
3521 W BROWARD BLVD STE 105
LAUDERHILL, FL 33312

Employer Identification Number: 26-4155794 DIN: 17053180350020 Contact Person: ID# 31217 JOAN C KISER Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: January 26, 2009 Contribution Deductibility: Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

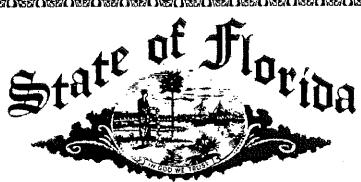
Request for Taxpayer Identification Number and Certification

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

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

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	1 Name (as shown on your income tax return). Name is required on this line; de												
	Fort Lauderdale Independence Training Education Center												
	2 Business name/disregarded entity name, if different from above												
	DBA FLITE Center												
page 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.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):								
е. П\$ОП	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	☐ Partnership	Trus	st/es	state	Exem	Exempt payee code (if any)						
\$ 5	Limited liability company. Enter the tax classification (C=C corporation, 8	=S corporation, P=Partne	rship) ▶			_							
Print or type. Specific instructions on page	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.					nada (If and							
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See	5201 NW 33rd Avenue		1										
	6 City, state, and ZIP code												
	Fort Lauderdale, FL 33309		<u> </u>					,					
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	your TIN in the appropriate box. The TIN provided must match the nan	ne given on line 1 to av	oid	Soc	cial sec	curity number							
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3. I am	a U.S. citizen or other U.S. person (defined below); and												
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you ha	cation instructions. You must cross out item 2 above if you have been no ve failed to report all interest and dividends on your tax return. For real es- tion or abandonment of secured property, cancellation of debt, contribution nan interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 ons to an individual retli	2 does not rement an	t ap ranc	ply. Fo	r mor (IRA)	tgage in , and ge	terest neral	paid, /. pay	/me	nts		
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Section references are to the Internal Revenue Code unless otherwise noted.		 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 											
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 											
after they were published, go to www.lrs.gov/FormW9.		Form 1099-S (proceeds from real estate transactions)											
Pur	oose of Form	 Form 1099-K (merchant card and third party network transactions) 											
inform	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 											
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taxpa	er identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) 											
amour	o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 on alien), to provide yo	ur correct	t Tli	N.		,						
	: include, but are not limited to, the following. _I 1099-INT (interest earned or paid)	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,											

• Form 1099-INT (interest earned or paid)



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC., a Florida corporation, filed on January 26, 2009, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H09000018091. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N09000000811.

Authentication Code: 009A00002937-012709-N09000000811-1/1



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of January, 2009

> Kurt S. Browning Secretary of State

ARTICLES OF INCORPORATION OF FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.

THE UNDERSIGNED, as incorporator and on behalf of a not-for-profit, non-stock corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE I NAME

<u>Section 1.1</u>. The name of the corporation is **FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.,** (the "Corporation").

ARTICLE II

Section 2.1. The Corporation shall have perpetual existence unless dissolved pursuant to law.

ARTICLE III NON-STOCK CORPORATION

<u>Section 3.1</u>. The Corporation shall be organized on a non-stock basis under the Florida Not for Profit Corporation Act and may issue Certificates of Membership.

ARTICLE IV PURPOSE

- Section 4.1. The purposes for which the Corporation is organized is for transacting any and all lawful business for which corporations may be incorporated under the Florida Not for Profit Corporation Act and to distribute the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary or educational purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code and Regulations issued pursuant thereto, as they now exist or as they may hereafter be amended. The initial purpose of the Corporation is to develop a system or facility to assist Broward County's dependant and emancipated youth transition into adulthood by making services more readily available to them in order to promote self-sufficient and productive members of the community.
- Section 4.2. The Corporation shall have the power, either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment, fostering or attainment of any or all of the purposes for which a Corporation is organized, and to aid or assist other organizations whose activities are such as to further accomplish, foster or attain any of such purposes. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(3) of the Code as the same now exist or as they may be hereinafter amended from time to time.
- Section 4.3. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Director or Officer of the Corporation or any other private individual

(except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes); and no Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

- Section 4.4 No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition of any candidate for public office.
- Section 4.5. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Code or corresponding provisions of any subsequent federal tax laws.
- Section 4.6. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code or corresponding provisions of any subsequent federal tax laws.
- Section 4.7. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code or corresponding provisions of any subsequent federal tax laws.
- Section 4.8. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code or corresponding provisions of any subsequent federal tax laws.
- Section 4.9. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code or corresponding provisions of any subsequent federal tax laws.
- Section 4.10. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Code or by an organization contributions to which are deductible under Section 170(c)(2) of the Code.
- Section 4.11. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V MEMBERS

<u>Section 5.1</u>. This Corporation shall have a membership consisting of the Board of Directors of the Corporation serving from time to time.

ARTICLE VI

<u>Section 6.1</u>. The affairs of the Corporation shall be governed by a Board of Directors (hereinafter referred to as the "Board").

Section 6.2. The initial Board of Directors shall consist of the following members elected in accordance with this Section and the Bylaws and shall serve until the first election of Directors as provided in the Bylaws:

Name

<u>Address</u>

Audrey Ring

704 SE 1st Street

Fort Lauderdale, FL 33301

Robin Craig

704 SE 1st Street

Fort Lauderdale, FL 33301

Sherrie Whittington

704 SE 1st Street

Fort Lauderdale, FL 33301

The members of the Board of Directors shall be appointed according to the procedures set forth in the Bylaws. The number of members on the Board of Directors may be increased or decreased from time to time by a vote of the Board of Directors in accordance with the Bylaws of the Corporation, but in any event there shall never be less than three (3) members on the Board of Directors. These Articles of Incorporation do not need to be amended each time new Directors are appointed.

ARTICLE VII ADDRESS

Section 7.1. The street address and mailing address of the principal office of this corporation in the State of Florida is:

704 SE 1st Street Fort Lauderdale, FL 33301

The Board may, from time to time, move its principal office in the State of Florida to another place in this state.

ARTICLE VIII REGISTERED AGENT AND REGISTERED OFFICE

Section 8.1. The registered agent and registered office of the Corporation shall be:

<u>Name</u>

Address

Tanya L. Bower, Esq.

c/o Tripp Scott, P.A. 110 S.E. 6th Street, 15th Floor Fort Lauderdale, FL 33301

ARTICLE IX AMENDMENT

Section 9.1. These Articles of Incorporation may be amended in the manner and with the vote provided by law.

ARTICLE X BYLAWS

<u>Section 10.1.</u> The Board of Directors of this Corporation shall adopt Bylaws for the government of this Corporation which shall be subordinate only to the Articles of Incorporation and the laws of the United States and the State of Florida. The Bylaws may be amended from time to time by the Board of Directors.

ARTICLE XI

Section 11.1. The name and address of the incorporator of this Corporation are as follows:

Name

Address

Tanya L. Bower, Esq.

110 S.E. 6th Street, 15th Floor Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 2U day of January, 2009.

MCORPORATOR:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Section 48.091 and Section 617.0501(3), Florida Statutes, the following is submitted in compliance with said Sections:

Fort Lauderdale Independence Training & education Center, Inc., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certificate of Incorporation, at 704 SE 1st Street, Fort Lauderdale, FL 33301, appoints Tanya L. Bower, Esq. of Tripp Scott, P.A., 110 S.E. 6th Street, 15th Floor, Fort Lauderdale, FL 33301 as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Sections relative to keeping open said office.

REGISTERED AGENT:

Date January 26, 2009

Tanva I Bowe

Fort Lauderdale Independence Training and Education Center, Inc.

Bylaws

Article I: Name

The name of the organization shall be, Fort Lauderdale Independence Training & Education Center, Inc. (hereinafter referred to as the 'FLITE Center' or 'corporation').

Article II: Principal Office

The principal office of the corporation shall be located at 704 Southeast 1st Street, Fort Lauderdale, FL 33301, with such additional offices as may from time to time be designated by the Board of Directors.

Article III: Purpose

The corporation is organized and will be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or its successor provisions.

The initial purpose of the Corporation is to develop a system or facility to assist Broward County's dependent and emancipated youth transition into adulthood by making service more readily available to them in order to promote self-sufficient and productive members of the community.

Article IV: Persons, Non-Profit Organizations and Projects Eligible for Assistance, Service, and/or Participation

Those persons, non-profit organizations and projects that conform to our mission statement and/or goals are eligible for assistance, service and/or participation in the FLITE Center. The Board of Directors will review these criteria from time to time. There will be no charges assessed to the recipients of this assistance.

Article V: Members

Members in the corporation will consist of elected directors. A member of the Junior League of Greater Fort Lauderdale, Inc., shall be a member of the Board of Directors.

April 8, 2010

Article VI: Board of Directors

Section 1. General Powers. The Board of Directors shall be responsible for setting policy and governing the organization and holds the power to conduct its business.

The Board of Directors shall appoint an Executive Director who shall serve at their pleasure.

Section 2. Number, Term and Election. The number of Directors constituting the Board of Directors shall be a minimum of three and a maximum of 17. Terms of directors shall be three years with a limit of two consecutive terms. The terms of the directors shall be staggered so that the term of approximately one-third (1/3) of the Board shall end the last day of January of each calendar year.

Directors shall be elected by the Board at its annual election meeting which shall be the regular meeting held during the month of January, or if there is not such a meeting, the first Board meeting after January.

Not less than two (2) months prior to the annual election meeting, the Board may appoint a nominating committee to consist of no fewer than two (2) FLITE Community Advisory Board Members. The nominating committee will compile and submit to the Board a slate of candidates for directorships and offices to be filled at the upcoming annual election meeting, which slate shall be approved by the Board. These submissions shall be deemed to be nominations of each person named.

Any vacancy on the Board of Directors that occurs prior to the annual election meeting may be filled at any other regular meeting of the Board or at a special meeting, and any director so elected shall serve the remainder of the term of that membership. The vacancy shall be filled in the same manner as provided in the case of the original nomination.

In addition to the elected Directors, the Board of Directors shall consist of one (1) representative of the Junior League of Greater Fort Lauderdale, Inc. whose term shall be two years. This Board position is exempt from the nominating process. The individual shall be recommended by the Junior League of Greater Fort Lauderdale, Inc. and ratified by the Board of Directors.

The Executive Director of the corporation shall be an ex-officio (non-voting) member of the Board of Directors.

Section 3. Regular Meetings. Regular and annual meetings of the Board of Directors shall be held without other notice than this bylaw. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4. *Electronic Presence at a Meeting.* Members of the Board shall be deemed present at a meeting of such Board if such director participates in the meeting by any means of communication by which all directors participating in the meeting may simultaneously hear each other during the meeting.

Section 5. Special Meetings. Special meetings of the Board of Directors maybe called by/or at the request of the Board Chair/President or any two directors. The place of the meeting shall be specified in the notice of the meeting.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or electronic mail to each director at his/her address as shown by the records of the corporation. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Quorum and Voting. A quorum of the Board of Directors shall be comprised of a simple majority of voting Board members in office for the transaction of all business. The affirmative vote of a majority of the directors present shall be the act of the Board of Directors on any question, except where the Act of a greater number is required by these Bylaws or by statute.

Section 8. *Presiding Officer*. The presiding officer at the Board of Directors' meetings shall be the Board Chair/President. In the absence of the Chair, the Vice President shall preside.

Section 9. Powers and Duties. The Board of Directors shall have the control and management of the affairs, funds and property of the corporation. The directors may delegate certain of their duties to the Executive Director of the corporation, but such delegation shall not relieve the Board of Directors of the responsibility for any action so taken.

The Board shall be responsible for:

- 1. Adoption of all appropriate policies consistent with these Bylaws.
- 2. Contracting with an individual to serve as Executive Director who shall be responsible for all operational activities of the Corporation including planning, organizing, staffing, directing, supervising employees and managing. The Board shall evaluate his or her performance, award compensation and benefits, and require ongoing and regular communications to the Board.
- 3. Election of officers of the Board.
- 4. Being responsible for fiscal oversight including policies and procedures to approve the annual budget, conduct an audit, approve the Form 990 prior to submission to the IRS, handle investments/endowments, protect assets, grant signatory authority and review financial procedures.

- 5. Approving the individual expenditures and contracts requiring cash outlays in excess of permitted variances. Permitted variances means, with respect to the matters contained in any budget, when the aggregate expenditures in any line item exceeds by the greater of five (5%) percent or \$500, the aggregate amounts approved therefore,
- 6. Approving the Annual Report prior to distribution.
- 7. Reviewing, approving and participating in major fundraising activities and events.
- 8. Striving to ensure excellence in all of the corporation's endeavors.
- 9. Assuring that "Roberts Rules of Order" is followed for all Board and Committee meetings.
- 10. Abiding by the confidentiality requirements of the corporation.
- 11. Providing fundraising leadership by individually contributing to the corporation. Participating regularly if assigned to a committee.
- 12. Unless otherwise approved, allowing only the Board Chair/President and any member of the Executive Committee to sign contracts and financially obligate the corporation.
- 13. Agreeing that individual Board members shall not speak or act for the Board without Board approval,
- 14. Agreeing not to serve in a volunteer staff capacity without Board approval.

Section 10. Resignation and Removal of Directors. Any director or officer may resign at any time. The resignation of a director shall be made in writing and shall take effect at the time specified therein and if no time is specified, at the time of its receipt by the Board Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective. The remaining directors may select a replacement director to serve until the next regular meeting at which directors are elected.

Directors may be removed for cause, including repeated failure to attend meetings, by a two-thirds vote of the directors present at a meeting at which a quorum is present. Notice of a proposed removal shall be given to the affected director at least seven days prior to any vote on such removal.

Section 11. Conflicts of Interest. Board members shall disclose any and all conflicts of interest upon accepting membership and as appropriate thereafter. Board members who may have a conflict of interest must recuse themselves from voting on any issue that may benefit themselves or their companies or families. However, such Board members may be counted in determining the presences of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such issue.

Board members may not accept contracts, honorariums or other forms of compensation in connection with their Board service. Board members must obtain Board approval before becoming an employee and be subject to all requirements as other employees. Board members may not hire, gift to, solicit or inappropriately socialize with employees. Board approval is required for Board member family members to become employees.

Section 12. Advisory Committees. The Board of Directors shall be authorized to establish one or more committees, comprised both of persons who are and are not members of the Board of Directors, for the purpose of advising the Board of Directors.

Section 13. Executive Committee The Board of Directors shall be authorized to establish an Executive Committee, whose members shall be the officers of the corporation and the Executive Director as an ex-officio (non-voting) member. The Executive Committee shall have and exercise such power as the Board of Directors during the period of time between regular meetings of the Board of Directors and such other powers of the Board of Directors as may be delegated to the Executive Committee by the Board. The actions of the Executive Committee shall be submitted to the Board for ratification at the next meeting.

Section 14. Standing and Special Committees. The Board of Directors shall be authorized to establish committees and assign their responsibilities to further implement the interests and activities of the corporation, of which the committees shall consist of at least two members, one of which shall be a member of the Board. The committee members will select the committee chairman. A quorum of a simple majority of voting members shall be required to conduct business of the committee. Such Standing Committees may include: Communication/Public Relations, Community Outreach, Development, Finance, Audit, Governance/Nominating, Procurement, Project Review, Strategic Planning and Volunteer Recruitment.

Section 15. Action Without a Meeting. Any action required by law to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Board of Directors, may be taken without a meeting or notice if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote at a meting. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section shall have the effect of a meeting vote and may be described as such in any document.

Article VII: Officers

Section 1. Officers Specified. There shall be a President, Vice President, Secretary and Treasurer all of whom shall be Board members.

Section 2. Relationship with the Board of Directors. Officers of the corporation shall be elected for a term of one year by the Board of Directors at its annual election meeting which shall be in the regular meeting held during the month of April, or if there is not such a meeting; the first Board meeting after April. An officer is eligible to succeed himself or herself in office, or to succeed any other officer, for a total of three terms.

Section 3. Duties and Powers.

- (a) President. The President shall be the presiding officer of the corporation and shall direct the activities of the corporation in a manner prescribed by the Board of Directors for any and all purposes in conducting the business of the corporation.
- (b) Vice President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President, unless otherwise determined by the Board of Directors of the corporation, shall perform the duties of the President and when so acting shall have all the powers and be subject to all the restrictions upon the President.
- (c) Secretary. It shall be the duty of the Secretary to take, record and distribute the minutes of all meetings of the Board of Directors, to issue proper notices of all meetings, to file reports and statements as required by law, and to perform such other duties as may be assigned by the Board of Directors.
- (d) Treasurer. It shall be the duty of the Treasurer to receive and disburse the money of the Corporation and to have custody of the funds of the corporation and to place the same in such depositories as may be approved by the Board. He or she shall have authority to approve the payment of all bills (greater than or equal to \$500), against the corporation, and shall record and submit to the Board of Directors a report of all receipts and disbursements. The Treasurer shall perform such other duties as may be assigned by the Board of Directors.

Section 4. Compensation. The compensation, if any, of all officers and employees of the corporation shall be fixed by the Board of Directors.

Article VIII: Executive Director

Section 1. Hiring and Reporting Structure. The Executive Director will be hired by the Board of Directors and shall serve at the pleasure of the Board. He/she shall be responsible to the Board and shall be subject to the direction and control of the Board.

Article IX: Finance

Section 1. Budget. On or before October 31st of each year the Board of Directors shall adopt a budget for the forthcoming fiscal year.

Section 2. Corporate Funds. All funds of the corporation, not otherwise employed, shall be deposited in such banks, savings and loan associations or trust companies as the Board of Directors may from time to time determine. All checks, drafts, notes and evidence of indebtedness of the corporation shall be signed by any two (2) members of the Executive Committee. Checks under \$500 may be signed by any one of the above. Notices of such obligations are to be delivered to the Treasurer in a timely manner.

Section 3. Audit. Upon reaching IRS standards, audit of the accounts of the corporation shall be made annually by an auditor, accountant or Certified Public Accountant, and a copy of the report shall be made available to the membership at the annual members' meeting.

Section 4. Transparency/Board Involvement. The annual budget, audit and Form 990 for each year must be approved by the Board of Directors.

Section 5. Checks, Drafts, etc. All checks, drafts or other orders for payment of the money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 6. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board, which authority may be general or confined to specific instances.

Section 7. Financial Statements. Not later than two (2) months after the close of each fiscal year, the corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the corporation as of the close of its fiscal year, a profit and loss statement showing the results of operations of the corporation during its fiscal year, and any other financial statements as may be required by a resolution of the Board. The balance sheets and profit and loss statements shall be filed in the principal officer of the corporation, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Board member.

Section 8. Gifts. The Board may accept, on behalf of the corporation, any contributions, gifts, bequests or devise.

Section 9. Managing Investments. Funds, securities and other property of the corporation may be invested and reinvested under the direct management of the Board of Directors, such officers of the corporation as may be designated by the Board, or such investment managers and/or brokers as the Board, in the exercise of its judgments, may engage for such purpose. The Board may authorize any such investment managers or broker engaged by the Board for such purpose to exercise such discretion as the Board shall determine, in the exercise of its judgment, to be in the best interests of the corporation; provided, however, that in all such instances the Board clearly and specifically shall instruct such investment manager or broker as to the extend and limitations of the discretion so authorized and shall require such investment manager or broker to make regular reports to the Board of Directors as to its investment policies, transactions on behalf of the corporation and the results thereof.

Section 10. Permissible Investments. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the call of investments that a director is or may be permitted by law to make or any similar restriction; provided, however that (1) no action shall be taken by or on behalf of the corporation if such action would result in the denial of the tax exemption under any Section or Sections of the Internal Revenue Code and its Regulations as they now exist or as they may be amended, including without limitation Section 501 and 507.

Article X: Fiscal Year

The fiscal year for the corporation shall be the calendar year January 1 - December 31.

Article XI: Action by Consent

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members, if the Board of Directors sign a written consent to such action and such written consent is filed with the minutes of the proceedings of the Board.

Article XII: Waiver of Notice

Whenever notice is required to be given to any director of the corporation under the provisions of the law or under the provisions of the Articles of Incorporation or by these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Presence without objection shall also constitute a waiver of notice.

Article XIII: Non-Discrimination

The members, officers, directors, committee members, employees and all persons served by the Corporation shall be selected entirely on a non-discriminatory basis and without regard to sex, age, race, religion or national origin.

Article XIV: Parliamentary Authority

Robert's Rules of Order, latest edition, shall govern the conduct of the meetings of the corporation, except where inconsistent with law, the Articles of Incorporation, these bylaws or the rules adopted by the Board of Directors or any such committee for the conduct of its meetings.

Article XV: Lobbying Prohibited

Board members and employees are prohibited to use restricted contract funds for the purpose of lobbying the legislature, judicial branch or state agency.

Article XVI: Indemnification of Directors and Officers

Section 1. Indemnification. The corporation shall indemnify to the fullest extent permitted by law each of its officers, directors, whether or not then in office (and his/her executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him/her in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he/she is or is threatened to be made a party because he/she is or was a director, officer, employee or agent of this corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He/she shall have no right to reimbursement, however, in relation to matter as to which he/she has been adjudged liable to the corporation for gross negligence or willful misconduct in the performance of his/her duties to the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer, employee or agent may be entitled.

Section 2. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provisions of this Article XVI.

Article XVII: Contracts, Books, Records and Reports

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Books and Records. The corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Board of Directors and committees of the Board. Any books, records and minutes may be in written form or in any other form capable of being converted to written form within a reasonable time.

The corporation shall file with the Department of State of the State of Florida on or after January 1st and on or before May 1st each year, a report on such forms containing such information as the Department of State may prescribe.

Article XVIII: Amendments

These bylaws may be altered, amended or repealed at any meeting of the Board, provided that written notice of the proposed amendment(s) shall have been given to each Board member at least fifteen (15) days before such meeting by mailing or delivering a copy of the proposed action to the address on file of each Board member. A two-thirds (2/3) affirmative vote of the Board shall be necessary for such alteration, amendment or repeal.



sharing skills, broadening horizons 2018 FLITE Board of Directors

Officers

Tom Loffredo, Managing Shareholder – Board Chair Sept. 2010 GrayRobinson, P.A., Fort Lauderdale

(954) 761-7499 | Cell: (954) 895-3405 Tom.Loffredo@gray-robinson.com

Albert Miniaci, CEO PARAMOUNT –Past Vice Chair Jan. 2013 (954)325- 6600 AMPARACOM@aol.com

Nicole Maron, Esq. Holland & Knight – Secretary Aug. 2014

954 468-7861 Cell: 954 444-5680

Nicole.maron@hklaw.com

Board Members

Christine Frederick, Executive Director –Jan. 2017 The FLITE Center

(954) 530-4686 | Cell: (954) 513-9500

christine@flitecenter.org

Jennifer Whittington, Research Systems Analyst – March 2011 Franklin Templeton Investments

(954) 527-7661 | Cell: (954) 260-1446

jwhitti@templeton.com

Sandy Harris -Past Board Chair Jan. 2013

(954) 683-3060 cell

sandyharris954@gmail.com

Lisa Barnes Associate Dean, Student Affairs –Oct. 2015 Broward College

(954) 201-7472

Ibarnes@broward.edu

Joey Epstein, CPA, CGMA –Oct. 2015 Morrison, Brown, Argiz & Farra, LLC

jepstein@mbafcpa.com

Lais Pontes, FOUNDER & PRESIDENT –April 2016 The Pontes Group

Office: (954) 960-6083/Cell: (954) 793-0308

lais@thepontesgroup.com

Jeffrey Knight, CLU, ChFC –April 2016 Wealth Retention Group

(954) 346-4881

jknight@wealthretentiongroup.com

Max Rudolf Akerman LLP -May 2017

965-759-8965

Max.rudolf@akerman.com

Anna Jaime, VP of Real Estate Management –Oct. 2017 Broward County Housing Authority

Office: 954-739-1114 ext 2322

ajaime@bchafl.org

Jordan Yates, Founder & CEO –June 2018

Louis Holdings

(954) 998-2749

j.yates@louis-corp.com

Cindee Goldstein, Business Systems Analyst -- June 2018

Citrix

(954) 229-5526

Cynthia.goldstein@citrix.com

Richard Hopper, CEO – June 2018 Print eSolution

(954) 968-6788

Richard@PrintESol.com

FLITE Center COP Budget

Education needs	\$5,000
Housing needs	\$5,000
Employment needs	\$5,000
Emergency needs	\$5,000
TOTAL	\$20,000

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 <u>Fort Lauderdale Independence Training & Education Center</u>, <u>Inc.</u> (name of the non-profit organization) for <u>Supporting One United Resource Center</u> (title of the program) for the current fiscal year is: \$6,250.

There will be four (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 \$1,562.50; 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 in the quarterly financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. 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 \$1,562.50; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
- 3. The third will equal 25% of the total allocation or \$1,562.50; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
- 4. The fourth payout will be the final 25% of the total allocation or \$1,562.50 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

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 pro	operty damage	
XX	premises - operations	bodily injury and pro	operty damage	
	explosion & collapse hazard			
	underground hazard			
XX	products/completed	bodily injury and pro	operty damage co	mbined
XX	operations hazard contractual insurance	bodily injury and pro	operty damage co	mbined
XX	broad form property damage	bodily injury and pre	operty damage co	mbined
XX	independent contractors	personal injury		
XX	personal injury			
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate Minimum \$1,000,000 Per Occurrence and Aggregate		
_	liquor legal liability	Minimum \$1,000,00	00 Per Occurrence	e and Aggregate
	AUTOMOBILE LIABILITY: Minimum \$10,000/\$20,000/\$10,000			
AUI	OMORILE LIABILITY:	Minimum \$10,000/3	\$20,000/\$10,000	
	comprehensive form			
	owned hired			
	non-owned			
REA	LL & PERSONAL PROPERTY			
	comprehensive form	Agent must show proof they have this coverage.		
EXC	CESS LIABILITY		Per Occurrence	Aggregate
	other than umbrella	bodily injury and property damage combined	\$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.

OP ID: RAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Commercial Lines House 954-776-2222 PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 FAX (A/C, No): 954-776-4446 PHONE (A/C, No, Ext): 954-776-2222 E-MAIL ADDRESS: Ft. Lauderdale, FL 33310-5727 Commercial Lines House INSURER(S) AFFORDING COVERAGE NAIC# 18058 INSURER A: Philadelphia Indemnity Ins Co+ INSURED FLITE, Inc. INSURER B Attn: Christine Frederick 5201 NW 33rd Avenue Fort Lauderdale, FL 33309 INSURER C INSURER D INSURER E : INSURER F : REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES 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. ADDL SUBR LIMITS TYPE OF INSURANCE **POLICY NUMBER** 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 100.000 07/10/2019 07/10/2020 DAMAGE TO RENTED PREMISES (Eg occurrence) CLAIMS-MADE | X | OCCUR PHPK1989082 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 PRODUCTS - COMP/OP AGG \$ PRO-LOC POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY 07/10/2019 07/10/2020 PHPK1989082 BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS BODILY INJURY (Per accident) OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY 1,000,000 EACH OCCURRENCE X OCCUR X UMBRELLA LIAB 1,000,000 07/10/2019 07/10/2020 PHUB678833 AGGREGATE CLAIMS-MADE EXCESS LIAB 10.000 DED X RETENTIONS OTH-ER PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Pompano Beach is lited as additional insured with respects to General Liability if required by written contract. APPROVED By Danielle Thorpe at 8:31 am, Aug 07, 2019 CANCELLATION CERTIFICATE HOLDER **POMPANO** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Pompano Beach 100 W Atlantic Blvd Pompano Beach, FL 33060

ACORD 25 (2016/03)

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AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2019

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

Synergy Insurance Group, Inc Synergy Insurance Group, Inc T771 West Oakland Park Blvd Suite 240 Sunrise Fort Lauderdale Independence Training & Education Center, Inc 5201 NW 33rd Avenue Fort Lauderdale F	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).						
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ADDRESS: INSURACE SYNTHEY MISSION COVERAGE NAIC # NINURER (S) AFFORDING COVERAGE NAIC # NA	, ,	E-MAI)					
Sunrise	· ·	ADDRESS: IISCIACCA@Synergyins.net					
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APPROVED By Danielle Thorpe at 8:32 am, Aug 07, 2019							
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
100 West Atlantic Blvd AUTHORIZED REPRESENTATIVE	, ,	AUTHORIZED REPRESENTATIVE					

FL 33060

Pompano Beach