

# MISCELLANEOUS APPROPRIATIONS CONTRACT

---

**THIS CONTRACT** is signed this \_\_\_ day of \_\_\_\_\_, 2019, by the City of Pompano Beach ("City") and Broward Performing Arts Foundation, Inc., a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2019-20 (October 1st through September 30th), the sum of \$15,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

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

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

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be Christi Rice (or their authorized written designee) as further identified below.

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

**If to Recipient:** Christi Rice  
Grants Manager  
201 SW Fifth Avenue  
Fort Lauderdale, FL 33312  
Office: (954) 414-6919  
Email: crice@browardcenter.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. Termination. City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the program.

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

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

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

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

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

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

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

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

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

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

14. Non-Assignability and Subcontracting.

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

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

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

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

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

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

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

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

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

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

20. Public Records.

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

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

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

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

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

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

## **PUBLIC RECORDS CUSTODIAN**

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

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

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

\_\_\_\_\_

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

Attest:

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

(SEAL)

Approved As To From:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

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

NOTARY'S SEAL:

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

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

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

**"RECIPIENT"**

Broward Performing Arts Foundation, Inc.

(Print or type name of company here)

Witnesses:

Christi Rice

Christi Rice

(Print or Type Name)

Chantal Manno

Chantal Manno

(Print or Type Name)

By: [Signature]

Print Name: Richard B. Welch

Title: Chairman

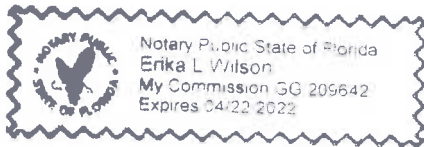
Business License No. \_\_\_\_\_

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2019, by Richard B. Welch as Chairman of Broward Performing Arts Foundation, Inc. Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Erika L. Wilson

(Name of Acknowledger Typed, Printed or Stamped)

209642

Commission Number

## **Exhibit “A”**

### **Recipients Requirements, Contractual Responsibilities and Program Description**

1. RECIPIENT agrees to do as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Program description:** All SEAS presentations are directly aligned with Florida state standards and classroom curriculum, with an emphasis on literacy. Following a series of classroom activities, students attend a performance free-of-charge, at the Broward Center or Parker Playhouse. The 2020 season will include 40 performances that reinforce reading, math and science skills, bring historical events to life and immerse students in the music, dance and traditions of different cultures. Each show also includes a corresponding study guide that makes the curriculum connection to the show and includes additional activities for the classroom. Many performances also include pre- or post-show SEAS Plus workshops that build on content from select performances and extend that experience through small-group, hands-on activities. Afterwards, teachers review the performance and lead students in discussions and projects that apply what was experienced in the theater to real-world math, science and reading situations.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 10, 2019 12:27 am
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	73.46.178.18
Unique ID:	503604700
Location:	27.592100143433, -80.385299682617

## About Your Organization

**Which Fiscal Year Is Your Organization** 2019-2020

**Applying For?**

**Full Name of Nonprofit:** Broward Performing Arts Foundation, Inc.

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

**Brief Overview of Nonprofit:** Since opening its doors in 1991, the Broward Center for the Performing Arts (Broward Center) has been one of Broward County's most valuable assets, annually presenting more than 600 artistic and cultural events to more than 700,000 visitors each year and producing an annual financial impact of more than \$130 million for the local economy. In partnership with the School Board of Broward County, the Broward Center also has the largest free arts-in-education program in the country, the award-winning Student Enrichment in the Arts (SEAS) program, through which more than 3.3 million students have attended and participated in educational and cultural performances free of charge. A leader in providing equal access to the arts for persons with disabilities, the Broward Center was the first performing arts center in Florida to offer Audio Description for blind or low-vision patrons to hear the narration of performances and recently introduced sensory-friendly performances for individuals with developmental disabilities, the first of their kind in Broward County.

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

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

**Type of Organization - select the one that best applies:** Arts & Culture

**Executive Summary of How Nonprofit  
will use City of Pompano Beach  
Funding:**

The Broward Center will utilize City of Pompano Beach funding to support the Student Enrichment in the Arts (SEAS) program, which will serve a minimum of 4,000 K-12 students residing in Pompano Beach, during the 2019-2020 school year. Now in its 28th year, the SEAS program provides cultural arts enrichment activities for K-12 students, including those with special needs, in both the classroom and the theater in order to increase their potential for academic success. Following a series of classroom activities, students and teachers attend a professionally-produced subject-based performance, free-of-charge, at the Broward Center or Parker Playhouse. One-hour performances include literature-based shows that reinforce reading, math and science skills; others bring historical events to life on stage, immersing students into the music, dance and traditions of different cultures. "Sensory-friendly" performances will also be presented to ensure students with autism or other developmental disabilities that cause sensory sensitivities have the same opportunities as their peers. Upon returning to the classroom, teachers review the performance and lead students in discussions and projects that assess and reinforce their understanding of the material, including exercises in applying what was experienced in the theater to real-world math, science and reading situations. All SEAS lessons and presentations are directly aligned with Florida state standards, literacy and curriculum goals, and a curriculum-based study guide is provided to teachers and students for every show.

---

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

The Broward Center's SEAS program fits the City of Pompano Beach's funding interests by utilizing live theatrical performances and curriculum-based activities to help students from underperforming schools each year acquire the knowledge, skills and behaviors they need to be successful in school and in life. In the last four years, the SEAS program has served more than 20,000 students residing in the City of Pompano Beach, including classes from the following schools: Blanche Ely High School, Charles Drew Elementary, Charles Drew Family Resource Center, Cresthaven Elementary, Cross Creek School, Cypress Elementary, Robert C. Markham Elementary, McNab Elementary, Norcrest Elementary, Palmview Elementary, Park Ridge Elementary, Pompano Beach Elementary, Pompano Beach High School, Pompano Beach Middle, Sanders Park Elementary and Tedder Elementary School. Additionally, the SEAS program provides Pompano Beach teachers with the opportunity to use the arts as a tool to complement their lesson plans, helping them make the connection between theater performances and engaged learning classroom activities.

---

**Statement of Need:**

Numerous studies conducted by the National Endowment for the Arts and other agencies over the last decade have shown that students who have access to the arts in or out of school are more engaged in life and tend to have better academic results, lower dropout rates, better workforce opportunities and more civic engagement. Students with access to the arts have historically earned higher GPAs and SAT scores and are three times more likely than students who lacked those experiences to earn a bachelor's degree. According to Americans for the Arts, a student who is engaged in the arts is four times as likely to be recognized for academic achievement, four times as likely to participate in a math or science fair, three times more likely to win an award for school attendance and three times as likely to be elected to class office. In particular, research has shown that students from low-income families who have arts-rich experiences are more likely to achieve key positive outcomes-academically, socially and civically-than their peers without access to the arts. The SEAS program brings more than 25,000 public school students each year to see educational and cultural performances at the Broward Center and Parker Playhouse free-of-charge. By connecting live theater directly with classroom curriculum, the innovative SEAS helps bring reading, math, science and history alive and engages students of all ages with arts-based learning techniques that will help them be successful in school and in life. Additionally, the SEAS program primarily serves Title I schools and provides many of these low-income students with their first and perhaps only opportunity to attend the theater and see a live performance, which helps to ensure that as many students as possible have access to the arts regardless of socioeconomic status.

---

**Include a Description of the Geographic Area You Serve:**

Each year the Broward Center serves more than 130,000 students from all areas of Broward County. During the 2018-2019 school year, the Broward Center served K-12 students residing in the City of Pompano Beach representing the following schools: Blanche Ely High School, Charles Drew Family Resource Center, Charles Drew Elementary, Cresthaven Elementary, Cross Creek School, Cypress Elementary, Robert C. Markham Elementary, McNab Elementary, Norcrest Elementary, Palmview Elementary, Park Ridge Elementary, Pompano Beach Elementary, Pompano Beach High School, Pompano Beach Middle School, Sanders Park Elementary and Tedder Elementary School.

---

**Does Your Organization Receive Matching Funds?**

Yes

---

**If Yes, please explain the matching gift partnership you have.**

Funding in the amount of \$15,000 from the City of Pompano Beach will be leveraged to secure a 1:1 match from the State of Florida's Division of Cultural Affairs and will be supplemented by a \$25,000 grant from the School Board of Broward County and additional private funding to cover the full expenses of the SEAS program for the 2019-2020 school year.

---

Your organization will be able to provide Yes  
the City documentation of your  
Matching Funds .

---

## About Your Board of Directors

---

Board Disabled	0
----------------	---

Board Minorities	13
------------------	----

Board Seniors	24
---------------	----

Total Board Members	40
---------------------	----

---

## 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	Student Enrichment in the Arts (SEAS)
--------------------	---------------------------------------

Type of Program/Event	Nonprofit Program/Seminar/Workshop
-----------------------	------------------------------------

---

Describe the program/event succinctly:	All SEAS presentations are directly aligned with Florida state standards and classroom curriculum, with an emphasis on literacy. Following a series of classroom activities, students attend a performance free-of-charge, at the Broward Center or Parker Playhouse. The 2020 season will include 40 performances that reinforce reading, math and science skills, bring historical events to life and immerse students in the music, dance and traditions of different cultures. Each show also includes a corresponding study guide that makes the curriculum connection to the show and includes additional activities for the classroom. Many performances also include pre- or post-show SEAS Plus workshops that build on content from select performances and extend that experience through small-group, hands-on activities. Afterwards, teachers review the performance and lead students in discussions and projects that apply what was experienced in the theater to real-world math, science and reading situations.
--	---

---

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

SEAS combines the forces of the Broward Center, Broward Public Schools and the region's arts community to support school curriculum and academic learning through the arts. The City of Pompano Beach's funding will assist the Broward Center in providing this arts-integrated, participatory learning experience for a minimum of 4,000 K-12 students from Pompano Beach in order to educate, engage and inspire them to reach their highest academic potential while at the same time fostering self-confidence, creativity and appreciation for the arts. By transforming the theater into an extended classroom, the SEAS program provides new ways of reaching children who may not be adequately served through traditional teaching methods. Live theater experiences actively engage students both visually and intellectually, and when students are engaged, learning takes place in the most effective way.

---

**What are the outcomes of your program/event?**

The Broward Center's SEAS program will provide a minimum of 25,000 Broward public school students during the 2020 school year, including a minimum of 4,000 students from the City of Pompano Beach, with quality educational programming that integrates the arts with classroom curriculum. SEAS will also provide Broward public school teachers with the opportunity to use the arts as a tool to complement their lesson plans, helping them make the connection between theater performances and engaged learning classroom activities.

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

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

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

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

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

---

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

10,001+

---

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

4000

---

**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.**

During the 2019-2020 school year, the Broward Center's SEAS program will serve approximately 25,000 kindergarten through 12th grade students in Broward County Public Schools (BCPS). BCPS is the 6th largest school district in the nation and the 2nd largest school district in the state of Florida, with more than 260,000 students that come from 204 different countries and speak 135 different languages. Enrollment is represented by the following demographics: 50.8% white, 40.7% African-American, 3.7% Asian, 1.3% Native American or Native Alaskan, 0.2% Native Hawaiian or Pacific Islander and 3.4% multi-racial; 30.5% are ethnically Hispanic. 100% of the Pompano Beach middle and elementary schools served by the SEAS program are Title-I schools, where the majority of students come from low-to-moderate income families.

---

<b>Start Date of Program/Event:</b>	Oct 01, 2019
-------------------------------------	--------------

---

<b>End Date of Program/Event:</b>	May 31, 2020
-----------------------------------	--------------

---

<b>Does your program/event have a start time/end time?</b>	Yes
--	-----

---

<b>Start Time of Program/Event:</b>	10:00 AM
-------------------------------------	----------

---

<b>End Time of Program/Event:</b>	12:30 PM
-----------------------------------	----------

---

<b>Name of Program/Event Venue:</b>	Broward Center for the Performing Arts
-------------------------------------	--

---

<b>Address of Program/Event Venue Location:</b>	201 SW Fifth Avenue Fort Lauderdale, FL 33312
---	--

---

<b>Attire of Program/Event (select the one that best applies):</b>	Casual
--	--------

---

<b>List any Benefits or Amenities the City of Pompano Beach Receives:</b>	The City of Pompano Beach's support will be recognized with the following benefits:
---	---

- \*Opportunity for city officials and/or staff to see a SEAS performance in action
- \*Listing on the Broward Center's annual education brochures (published online and 20,000+ printed copies distributed to all public schools)
- \*News brief and photo in the Broward Center's CenterStage publication (5,750 print distribution and 200,000+ digital distribution)
- \*Donor Listing in Playbill for a minimum of 6 Broadway shows (180,000+ copies)
- \*Donor Listing for one year in Broward Center's quarterly program book, In the Spotlight (50,000+ copies distributed at all non-Broadway performances.)

---

<b>Amount Requested:</b>	15000
--------------------------	-------

---

**Are you applying for a second Program/Event?**

No

---

## **Additional Activities**

---

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

No

---

## **Additional Information**

---

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

Promoting education has always been one of the Broward Center's core values and an integral part of the organization's mission since 1991. One of the most unique components of the SEAS program is that it is available to all Broward public school students and teachers at no cost, helping to ensure that a greater segment of the community has access to the arts regardless of socio-economic status. To date, more than 3.3 million students have attended and participated in educational and cultural performances at the Broward Center and its affiliated venues free of charge, making SEAS the largest free arts-in education program in the country. SEAS has been recognized with the National Award for Outstanding Arts in Education Programming from the John F. Kennedy Center Alliance for the Arts Educational Network and National School Board Association and the Magna Award from the American School Board Journal, deeming it a national model for arts-in-education. BCPA has also served as a Partner in Education with the John F. Kennedy Center for the Performing Arts for more than 25 years and has been an instrumental partner over the last four years in the launch and expansion of the national Turnaround Arts program in Broward, helping to bring high-quality arts-in-education initiatives to the three Broward elementary schools that were the first in Florida to be selected for the program.

---

**Any other information you wish to share?**

More than just numbers, the transformative effect the Broward Center's programming can have on children's lives can perhaps best be expressed by former students themselves, such as in the email below that was recently sent to our Director of Education from KevMarcus of internationally renowned classical duo Black Violin:

I remember the first time that I ever saw you was right before a SEAS matinee performance at the Broward Center when I was an 8th grade student at Parkway Middle School... That life changing concert helped me decide to audition for Dillard Center for the Arts, which led to a full scholarship and Bachelor's degree from Florida International University While at Dillard, I performed for thousands of younger kids including my little sister who studied violin at Parkway and is now a successful OB-GYN, but often reflects on her time at the Broward Center attending and performing in arts concerts. Now, I'm proud to say that my band Black Violin has performed for over 1 million kids across the United States throughout our career and you provided Black Violin with the blueprint. Without you and your team, our career built on performing for 100,000 children per year would've been something we couldn't even imagine. Luckily for us, we grew up with Mrs. Brooks. Someone who always understood that access to the arts for kids was just as important as math, science, and history... Wil and I owe you and your staff more than you could ever imagine. Thank you, thank you, thank you!!!! If ever anything you need, Black Violin will be here to help you. Keep inspiring our young children and showing them that with art, anything is possible.

Wishing you the best,

KevMarcus  
<http://www.blackviolin.net>  
@blackviolin

---

**City of Pompano Beach Funding History**

<b>Has your organization been funded before by City of Pompano Beach?</b>	Yes
<b>If yes, when was the most recent year?</b>	2018
<b>What was the name of program/event funded?</b>	Student Enrichment in the Arts (SEAS)
<b>How much was the funding for this program/event?</b>	10500

---

**Requested Budget 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 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/3276970/72077528/503604700/72077528\\_broward\\_performing\\_arts\\_foundation\\_itemized\\_budget.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503604700/72077528_broward_performing_arts_foundation_itemized_budget.pdf)

W9 [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503604700/72077535\\_broward\\_performing\\_arts\\_foundation\\_2018w-9.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503604700/72077535_broward_performing_arts_foundation_2018w-9.pdf)

IRS Letter [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503604700/72077552\\_broward\\_performing\\_arts\\_foundation\\_\\_irs\\_letter.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503604700/72077552_broward_performing_arts_foundation__irs_letter.pdf)

List of Board of Directors [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503604700/72077556\\_broward\\_performing\\_arts\\_foundation\\_board\\_of\\_directors.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503604700/72077556_broward_performing_arts_foundation_board_of_directors.pdf)

Articles of Incorporation [https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503604700/72077558\\_broward\\_performing\\_arts\\_foundation\\_\\_articles\\_of\\_incorporation.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503604700/72077558_broward_performing_arts_foundation__articles_of_incorporation.pdf)

### Charity/Organization Contact

Name Christi Rice

Title Grants Manager

Email [crice@browardcenter.org](mailto:crice@browardcenter.org)

Phone Number (954) 414-6919

Address 201 SW Fifth Avenue  
Fort Lauderdale, FL 33312



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

P.O. Box 2508  
Cincinnati OH 45201

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

00017556  
BODC: TE

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



009071

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

Dear Taxpayer:

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

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

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

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

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

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

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

0248205661

Aug. 04, 2017 LTR 4168C 0

59-2657043 000000 00

00017557

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

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'K. A. Billups', written in a cursive style.

Kim A. Billups, Operations Manager  
Accounts Management Operations 1

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Broward Performing Arts Foundation, Inc.**

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☒ Other (see instructions) ► **501c3**

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

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

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

**5** Address (number, street, and apt. or suite no.) See instructions.  
**201 SW Fifth Avenue**

**6** City, state, and ZIP code  
**Fort Lauderdale, FL 33312**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

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

**or**

**Employer identification number**

5	9	-	2	6	5	7	0	4	3
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ►

*Christie Rice*

Date ►

*11/14/18*

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

D.W. McKinnon, Director  
Division of Corporations  
904/488-9636

Mrs. Nettie Sims, Chief  
Bureau of Corporate Records  
904/488-9383

October 31, 1985

R.M. Gardner, Esq.  
McCune, Hiaasen et al  
PO Box 14636  
Ft. Lauderdale, FL 33302

Dear Mr. Gardner:

The Articles of Incorporation for BROWARD  
PERFORMING ARTS FOUNDATION, INC. were filed  
on October 30, 1985, and assigned document number N11811.  
Your check for \$63.00 covering the various fees has been  
received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone  
(904) 488-9005, the Non-Profit Filing Section.

Sincerely,

D. W. McKinnon, Director  
Division of Corporations

DWM:krq

RECEIVED

NOV 4 1985

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BROWARD PERFORMING ARTS FOUNDATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 30, 1985, as shown by the records of this office.

The document number of this corporation is N11811.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
31st day of October, 1985.



CER-101

A handwritten signature in dark ink, appearing to read "George Firestone".

George Firestone  
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

1985 OCT 30 PM 1:12

BROWARD PERFORMING ARTS FOUNDATION, INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

---

The undersigned subscribers to these Articles of Incorporation, natural persons competent to contract, hereby form a corporation under the laws of the State of Florida

ARTICLE I

NAME

The name of the corporation shall be:

BROWARD PERFORMING ARTS FOUNDATION, INC.

ARTICLE II

PURPOSES

The purposes of this corporation shall be as follows:

1. To receive and maintain the fund or funds of real or personal property or both and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the promoting, fostering, sponsoring and developing of the Performing Arts Center Authority of Broward County, Florida, or such other charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations which qualify as exempt organizations under Sections 501(c)(3) or 170(c) of the Internal Revenue Code of 1954

and its regulations as they now exist or as they may be herein-  
after amended.

2. To do any and all lawful acts and things which may  
be necessary, useful, suitable, desirable or proper for the  
furtherance, accomplishment or attainment of any or all of the  
aforesaid purposes and objects and to co-operate with individ-  
uals, corporations, groups, organizations or agencies already  
engaged in fostering any or all of the foregoing purposes.

### ARTICLE III

#### MEMBERSHIP

Qualification for members and the manner of their  
admissions shall be regulated by the By-Laws of the corporation  
to be hereafter adopted.

### ARTICLE IV

#### TERM

This corporation shall have perpetual existence.

### ARTICLE V

#### INCORPORATORS

The name of the incorporators of this corporation are:

#### NAME

#### ADDRESS

ROBERT B. LOCHRIE, JR.

2261 Southwest 28th Way  
Fort Lauderdale, FL 33312

RUSSELL M. GARDNER

Barnett Bank Plaza/Penthouse  
One East Broward Boulevard  
Fort Lauderdale, FL 33301

## ARTICLE VI

### OFFICERS

The officers of the corporation shall be a President, such number of Vice-Presidents, Secretary, a Treasurer and such other officers as may be provided in the By-Laws from time to time.

## ARTICLE VII

### DIRECTORS

The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have nine directors initially. The number of directors may be increased or decreased from time to time by the By-Laws, but shall never be less than three. The members of the Board of Directors shall be elected and hold office in accordance with the By-Laws. The names and addresses of the persons who are to serve as directors until the first meeting of the corporation or until their successors are elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROBERT B. LOCHRIE, JR.	2261 Southwest 28th Way Fort Lauderdale, FL 33312
RUSSELL M. GARDNER	Barnett Bank Plaza/Penthouse One East Broward Boulevard Fort Lauderdale, FL 33301
STEWART KESTER	3001 Northeast 27th Avenue Lighthouse Point, FL 33062
JACK H. CHAMBERS	8751 West Broward Boulevard Plantation, FL 33324
DAVID RUSH	3901 North 29th Avenue Hollywood, FL 33020

RALPH MARRINSON

35 Isla Bahia Drive  
Fort Lauderdale, FL 33316

WILLIAM D. HORVITZ

2000 South Ocean Drive  
Fort Lauderdale, FL 33316

RHONDA G. RASMUSSEN

424 Hendricks Isle  
Fort Lauderdale, FL 33301

BONNIE BARNETT

2724 Sea Island Drive  
Fort Lauderdale, FL 33301

## ARTICLE VIII

### BY-LAWS

The By-Laws shall be adopted, altered, amended or repealed by a majority vote of the Board of Directors and as provided in the By-Laws themselves. The By-Laws may contain any provision for the regulation and management of the affairs of the corporation not inconsistent with Florida law or the Articles of Incorporation.

## ARTICLE IX

### PRINCIPAL PLACE OF BUSINESS

The location of the registered office of this corporation shall be Barnett Bank Plaza/Penthouse, One East Broward Boulevard, Fort Lauderdale, Broward County, Florida 33301, or such other place or places as the Board of Directors may from time to time determine. The registered agent shall be Russell M. Gardner at Barnett Bank Plaza/Penthouse, One East Broward Boulevard, Fort Lauderdale, Florida 33301.

### SPECIAL PROVISIONS

Section 1: No part of the net earnings of this corpor-

ation shall inure to the benefit of any member, officer or director of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes), and no member, officer or director 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. No substantial part of the activities of the corporation shall be the carrying on of propoganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any public political campaign on behalf of any candidate for public office.

Section 2. Notwithstanding any of the other provisions 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 under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended.

Section 3. Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to charitable, religious, scientific, literary or educational organizations which then qualify under

the provision of Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

Section 4. In the event that the Corporation is deemed to be a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, as amended, then:

1. The Corporation will distribute its income for each tax year at such time and in such manner so that it will not become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

2. The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

3. The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

4. The Corporation will not make any investments in the manner that would subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

5. The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any later federal tax laws.

Section 5. This corporation is formed under Chapter 617 of the Florida Statutes and shall have all of the powers set forth therein not expressly prohibited hereunder.

Section 6. Meetings of the membership and the Board of Directors shall be held as provided for in the By-Laws from time to time.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 10th day of October, 1985, for the purposes of forming this corporation not-for-profit under Chapter 617 of the laws of the State of Florida.

WITNESSES:

Linda A. Spencer  
Nancy Alice Hume

Robert B. Lochrie, Jr.  
ROBERT B. LOCHRIE, JR.

Russell M. Gardner  
RUSSELL M. GARDNER

STATE OF FLORIDA     )  
                                  )  
COUNTY OF BROWARD    )

BEFORE ME, a notary public duly authorized in the State and County named above to take acknowledgments, personally appeared ROBERT B. LOCHRIE, JR. to me known to be one of the persons described as a subscriber in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed and subscribed the Articles of Incorporation.

WITNESS my hand and official seal this 10th day of October, 1985.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 5, 1989  
BONDED THRU GENERAL INC. UND.

Linda A. Spencer  
Notary Public, State of Florida

STATE OF FLORIDA     )  
                                  )  
COUNTY OF BROWARD    )

BEFORE ME, a notary public duly authorized in the State and County named above to take acknowledgments, personally appeared RUSSELL M. GARDNER, to me known to be one of the persons described as a subscriber in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed and subscribed the Articles of Incorporation.

WITNESS my hand and official seal this 10th day of October, 1985.

My commission expires:

*Linda A. Spencer*  
\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 5, 1989  
BONDED THRU GENERAL INS. UND.

FILED

1985 OCT 30 PM 1:12

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES,  
THE FOLLOWING IS SUBMITTED:

FIRST -- THAT BROWARD PERFORMING ARTS FOUNDATION, INC.  
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF  
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF  
FORT LAUDERDALE, STATE OF FLORIDA  
HAS NAMED RUSSELL M. GARDNER,  
LOCATED AT ONE EAST BROWARD BOULEVARD, BARNETT BANK PLAZA/PENTHOUSE,  
CITY OF FORT LAUDERDALE, STATE OF FLORIDA,  
AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE

TITLE ATTORNEY

DATE OCTOBER 4, 1985

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTI-  
FICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE  
TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE  
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE

Russell M. Gardner  
RUSSELL M. GARDNER

DATE OCTOBER 4, 1985

**Broward Performing Arts Foundation  
2019 Board of Directors**

<b>Name</b>	<b>Professional Affiliation/Occupation</b>
Mr. Richard Welch, Chair	Healthcare
Sen. George LeMieux, Vice Chair	Gunster
Mr. Dev Motwani, Secretary	Merrimac Ventures
Mr. Michael Landry, Treasurer	Pillars at New River Sound
Mr. Robert B. Lochrie III, Immediate Past Chair	Lochrie & Chakas P.A.
Mr. John E. Abdo	BBX Capital
Ms. Beverly Raphael Altman	RCC Associates
Mr. Joseph C. Amaturio	The Amaturio Groups
Ms. Bonnie Barnett	Community Advocate
Mr. Richard Berkowitz	Berkowitz Pollack Brant Advisors and Accountants
Mr. Robert Brinkman	Community Leader
Ms. Ann Burris	Holland America
Ms. Lori Chevy	Bank of America
Mr. Eric Gabrielle	Stearns Weaver Miller Weisler Alhadeff & Sitterson, PA
Mr. Neil Goldberg	Cirque Dreams
Mrs. Pearl Goodman	Community Advocate
Mr. Robert Harrigan	UBS Financial Services
Mr. Alan C. Hooper	Hooper International Realty
Mrs. Alice Lucia Jackson	Commercial Real Estate Consultant
Mrs. Carol Harrison Kalagher	Community Advocate
Mr. Jim LaBate	Financial Advisor
Mr. Raymond H. Leightman	Northern Trust N.A. (Retired)
Mr. Jarett Levan	BBX Capital
Ms. Cheryl Miller	AutoNation, Inc.
Mr. Dominick Miniaci	Attorney
Mr. Tom Olivieri	Northern Trust
Ms. Julie Pabst	Community Advocate
Mr. Charles L. Palmer	North American Company LLLP
Mr. Ramón Rodríguez	Retired Chairman of Republic Services
Mr. Shawn Sackman	Sun Trust
Mrs. Anne Scherer	Real Estate
Dr. Alan Schwartz	Doctor
Mr. Barry E. Somerstein, Esq.	Greenspoon Marder
Mr. Ken Stiles	Stiles Corporation
Mr. J. Kenneth Tate	Tate Capital Real Estate Solutions LLC
Mr. George Taylor	Brinkley Morgan
Mr. Douglas Von Allmen	Finance
Mr. Gary C. Wendt	Deer Path Capital
Mr. Jake Wurzak	Dovehill Investment & Development
Mr. Kurt Zimmerman	Zimmerman & Associates



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

**2019-2020 Program Budget**

<b>Expenses</b>	<b>Amount</b>
Direct Education Staff + Benefits	\$6,416.00
Artist Fees (40 SEAS performances)	\$60,200.00
Stage Labor/Technical Production (40 SEAS performances)	\$23,900.00
Teaching Artists (34 SEAS Plus workshops @ \$100 each)	\$3,400.00
SEAS Brochures (20,000 copies distributed to schools)	\$4,000.00
Miscellaneous (supplies, face painters)	\$900.00
Bus Transportation (provided by School Board)	In-Kind
<b>Total Budget:</b>	<b>\$98,816.00</b>

## **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 Broward Performing Arts Foundation, Inc. (name of the non-profit organization) for Student Enrichment in the Arts (SEAS) (title of the program) for the current fiscal year is: \$15,000.

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 \$3,750.00; 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 \$3,750.00; 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 \$3,750.00; 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 \$3,750.00 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 property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
---	---------------------	--	-------------	-------------

**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis                      \$1,000,000                      \$1,000,000

---

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

C. Employer's Liability. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2019

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).

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

**COVERAGES****CERTIFICATE NUMBER:** CL198225474**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			79940995	01/14/2019	01/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Sexual Abuse & Molesta \$ included
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			99506506	01/14/2019	01/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			79940994	01/14/2019	01/14/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

**APPROVED**

By Danielle Thorpe at 8:04 am, Aug 07, 2019

**CERTIFICATE HOLDER****CANCELLATION**City of Pompano Beach  
100 West Atlantic Blvd.

Pompano Beach,

FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



BROWARD  
CENTER  
— *for the* —  
PERFORMING ARTS

August 2, 2019

**APPROVED**

*By Danielle Thorpe at 8:04 am, Aug 07, 2019*

**Re: Proof of Workers Compensation Coverage**

To Whom It May Concern:

To the extent permitted by law, the Performing Arts Center Authority (d/b/a Broward Center for the Performing Arts) is self-insured for workers' compensation coverage through the Broward County Board of County Commissioners (Board) self-insurance program.

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

Sincerely,

Timothy Weeks  
Chief Financial Officer  
**Performing Arts Center Authority**