

# APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is signed this \_\_\_ day of \_\_\_\_\_, 2019, by the City of Pompano Beach ("City") and Early Learning Coalition of Broward County, 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 \$20,000.00 to Recipient, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description" (collectively the "Work") attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

2. Term of Contract. This Contract shall be for the period beginning October 1, 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 the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.

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

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

7. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and Recipient's Contract Administrator shall be Christine Klima or his/her written designee.

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

**If to Recipient:** Christine Klima, CPA  
Early Learning Coalition of Broward County, Inc.  
1475 W Cypress Creek RD, Suite 301  
Fort Lauderdale, FL 33309  
Office: (954) 598-4600  
Email: [contracts@elcbroward.org](mailto:contracts@elcbroward.org)

**If to City:** Greg Harrison, City Manager  
100 W Atlantic Blvd.  
Pompano Beach, FL 33060  
Office: (954) 786-4601  
Email: [greg.harrison@copbfl.com](mailto: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 shared with the City 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 so long as such use is in accordance with Sections 1002.72 and 1002.97, Florida Statutes, and does not violate Sections G and R of the Grant Agreement between the State of Florida, Office of Early Learning ("OEL") and Recipient 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 rights and obligations created under this Article shall survive the termination or expiration of this Contract.

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

9. Termination. Recipient shall have the right to terminate this Contract, in whole or in part, for cause or convenience upon thirty (30) days written notice to City. City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the Program.

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

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

10. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of 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. To the extent allowable under Section 768.29, Florida Statutes, 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 Paragraph and these provisions shall survive expiration or early termination of this Contract.

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

14. Non-Assignability and Subcontracting.

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

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

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



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

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall, until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

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

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

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

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

20. Public Records.

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

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

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

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

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

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

**PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK**

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

**Pompano Beach, Florida 33060**

**(954) 786-4611**

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

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

22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

33. 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 \_\_\_\_\_, 20\_\_ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

\_\_\_\_\_  
NOTARY'S SEAL:

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

\_\_\_\_\_

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

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

**"RECIPIENT"**

Early Learning Coalition of Broward County, Inc.  
(Print or type name of company here)

Witnesses:

Irene Ramos  
Irene Ramos  
(Print or Type Name)

mdf  
Megan DeGraaf  
(Print or Type Name)

By: Laurie Sallarulo

Print Name: Laurie Sallarulo

Title: Chairman

EIN: 65-1060848

Business License No. 1802714

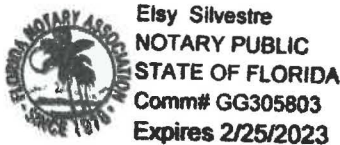
ELC GC 10/16/19

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2019, by Laurie Sallarulo as chair of ELC of Broward County, Inc., a Florida not-for-profit corporation on behalf of said corporation. He she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Elsy Silvestre  
NOTARY PUBLIC, STATE OF FLORIDA

Elsy Silvestre  
(Name of Acknowledger Typed, Printed or Stamped)

GG305803  
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
- xxviii. 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:** Early Learning Coalition Of Broward County, Inc.

**Program funded:** Child Care Match Program

**Amount funded:** \$20,000

**Program description:** This award will be used as part of the required match funding to reimburse child care centers and child care home facilities that provide care to low income children and families in the City of Pompano Beach eligible for child care subsidies. ELC funded child care centers prepare young children for kindergarten, provide quality child care for working parents, ensuring inclusion programming for children with special needs, and provide early developmental screening so that children receive the supports they need. Child care services are provided on a year round, full-day basis for preschool children. The program is essential to economically disadvantaged working families in the City of Pompano Beach who require child care for their children. The program allows parents and guardians who are working and/or attending school and who are at 150% of the federal poverty level to access affordable child care at a licensed facility of their choice by making payments directly to the providers.

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 9, 2019 12:03 pm
Browser:	Firefox 66.0 / Windows
IP Address:	170.55.33.2
Unique ID:	503430947
Location:	25.765100479126, -80.360298156738

## About Your Organization

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

**Full Name of Nonprofit:** Early Learning Coalition of Broward County

**Mission of Nonprofit:** The Mission of the Early Learning Coalition of Broward County (ELC) is to lead and support the early learning community to deliver high quality early learning experiences to young children and their families. The ELC's Vision is that all children will have high quality early learning experiences leading to success in school and life.

**Brief Overview of Nonprofit:** The Early Learning Coalition of Broward County (ELC) is a not-for-profit 501(c) (3) organization established in 2000, pursuant to the School Readiness Act of 1999 and Florida Statutes Section 411.01. The ELC is designated by the State of Florida's Office of Early Learning as administrator of all publicly-funded early child care and education programs in Broward County. The ELC's goal is to provide the resources, advocacy, leadership, coordination and oversight for early care and education. The ELC provides subsidized child care for children from birth to 13 years of age for economically disadvantaged families who meet State eligibility criteria, primarily focusing on children aged from birth to five years of age. In addition to the subsidized childcare, the ELC also promotes access to voluntary pre-kindergarten (VPK) education programs to support school readiness and early literacy.

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

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

**Type of Organization - select the one that best applies:** Education/Research

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

The Early Learning Coalition of Broward County (ELC) focuses on education. This award will be used as match funding to reimburse child care centers and child care home facilities that provide care to low income children and families in the City of Pompano Beach who are eligible to receive child care subsidies. ELC services in conjunction with our child care centers prepare young children for kindergarten, provide quality child care for working parents, ensure inclusion programming for children with special needs, and provide early developmental screening so that children receive the supports they need. Child care services are provided on a year round, full-day basis for preschool aged children, and afternoon care and summer programming for school-aged children.

Education and training are also provided to teachers and child care staff to increase their knowledge of early learning, childhood development, and strengthen their classroom management skills. Parental engagement services are also provided by the Education and Quality team to help families prepare their children for kindergarten. Families also receive free assistance with Child Care Resource and Referral for unbiased, personalized information and referrals to licensed early care and education programs in their area.

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

The ELC's program and funding request fits with the City of Pompano Beach's Funding Priorities for Education. Specifically, the ELC actively works with our local early learning centers and pre-schools to increase school readiness to close the achievement gap and help underperforming schools to raise their outcomes. Our Quality and Education teams provide teacher trainings, one-on-one coaching, and new instructional resources to schools in need to help teachers to become more effective. The ELC also conducts and analyzes evaluations of funded schools such as the CLASS (Classroom Assessment Scoring System) and the FLKRS (Florida Kindergarten Readiness Screener) to ensure teachers and students meet state standards for quality education and school readiness. This commitment to accountability helps children in underperforming schools acquire the knowledge, skills, and behavior they need to succeed.

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**Statement of Need:**

The ELC's subsidized childcare program makes childcare services affordable for working families in the City of Pompano Beach so parents can maintain their employment, achieve financial security, and contribute to their community. These families are some of the most cost-burdened for child care. The subsidized care is limited to those earning under 150% of the Federal Poverty Level, which amounts to a single parent earning under \$25,365 or a family of four earning \$38,625 or less.

Of the more than 14,000 children who received ELC subsidized childcare in Broward County in the 2017/2018 Fiscal Year over 2,400 children lived in the City of Pompano Beach and almost 1,600 of those (or about two in of every three children) received some amount of financial subsidy. The average subsidy cost per child per month is was \$279, for an annual average of \$3,348 per child per year.

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

The Early Learning Coalition serves over 14,000 children with School Readiness throughout all of Broward County, but the funding requested in this application will be allocated for use ONLY in Pompano Beach. This applies to those who are residents and also those who work or attend school in Pompano Beach and whose children receive subsidized child care located in the City. Additionally, there are over 45 childcare centers operating throughout in the City of Pompano Beach that receive ELC subsidy payments and contribute to the local economy through providing employment and paying business taxes to the City of Pompano Beach.

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**Does Your Organization Receive Matching Funds?**

Yes

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

Funds received from the City of Pompano Beach allow the ELC to leverage over \$47 million in Federal and State funding from the Child Care and Development Block Grant (Title XX) through the State's Office of Early Learning. The matching of these funds are required to allow full access to federal monies to target local centers serving children enrolled in subsidized child care. Payments are made directly to childcare businesses contributing the economy of the City of Pompano Beach through employment and taxes paid by small business owners. In the prior Fiscal Year 2017-2018 payments made Pompano Beach centers totaled \$4,501,508 and in the three quarters of the 2018-2019 Fiscal Year have already surpassed \$3 million dollars. The \$40,000 in requested match funds will benefit the residents of the City of Pompano Beach by allowing the ELC to draw down over \$25.00 for every \$1.00 received from this application.

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

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**About Your Board of Directors**

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<b>Board Disabled</b>	0
<b>Board Minorities</b>	4
<b>Board Seniors</b>	5
<b>Total Board Members</b>	18

### **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** Child Care Match Program

**Type of Program/Event** Other

**If other, please specify:** Operation of child care centers and child care home facilities.

**Describe the program/event succinctly:** This award will be used as part of the required match funding to reimburse child care centers and child care home facilities that provide care to low income children and families in the City of Pompano Beach eligible for child care subsidies. ELC funded child care centers prepare young children for kindergarten, provide quality child care for working parents, ensuring inclusion programming for children with special needs, and provide early developmental screening so that children receive the supports they need. Child care services are provided on a year round, full-day basis for preschool children.

The program is essential to economically disadvantaged working families in the City of Pompano Beach who require child care for their children. The program allows parents and guardians who are working and/or attending school and who are at 150% of the federal poverty level to access affordable child care at a licensed facility of their choice by making payments directly to the providers.

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

The Federal and State funding allocated to the ELC for these services require a Local Match, which is obtained from annual grant allocations from local cities. Funds from the City of Pompano Beach will be used to meet a portion of the required 6% Local Match and ensure that eligible families living in Sunrise continue to receive critical childcare services. These funds help draw down over \$47 million in Federal allocated to the ELC for from the Federal Child Care and Development Block Grant. This collaborative effort also supports the child care business community which, in turn, provides economic support to the City of Pompano Beach and to Broward County as a whole. Investment in quality early child care and education provides the foundation for all children to succeed in school and later in life.



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

In the last completed Fiscal Year of 2017-2018, ELC subsidized child care services for 1,788 children and their families in the City of Pompano Beach. The average monthly subsidy per child was \$279 for an annual average of \$3,348 per child. The quality of instruction provided by the centers is measured through the CLASS (Classroom Assessment Scoring System) and the learning gains of children measured through the FLKRS (Florida Kindergarten Readiness Screener) testing. These outcomes are shared with the ELC-funded child care centers and the cities they operate in.

Additional quality outcomes are measured through weekly and monthly review of client and service data, monthly analysis of attendance and billing, annual site visits and verification of County licensing status help ensure optimal program operations. The State Office of Early Learning is also responsible for monitoring and evaluating overall ELC program and fiscal compliance, ensures that provider payments are made in a timely manner, and that the ELC adheres to all applicable regulatory requirements. Regular meetings with childcare providers ensure open communication about any changes in rules, requirements, policies, or other matters that impact service provision. This ensures that providers are knowledgeable and well-informed.

In cooperation with the Office of Early Learning (OEL) the ELC will conduct classroom evaluations of teacher-student interactions for school readiness providers serving children from birth through kindergarten (age 5). The Classroom Assessment Scoring System (CLASS) measures teaching behaviors and child interactions that foster positive academic and social outcomes. The results will be reported to OEL and also shared with the communities being served by those child care centers.

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<b>Estimated # of Attendees at the Program/Event (select the one that best applies)</b>	1,001-5,000
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<b>Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:</b>	1500
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**Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.**

The population served is representative of the overall low-income population of Pompano Beach residents with children. All participants fall into the low-income definition since the income ceiling for participation is 150% of the Federal Poverty Level, equivalent to a single parent earning under \$25,365 or a family of four earning \$38,625 or less. Parents of participants are either working and/or attending school since that is a program requirement. In regards to race, for the last completed quarter of the 1,605 children served, 83% were reported as Black or African American, 14.8% were as reported White or Caucasian, 2% reported as multi-racial, and 0.1% reported as Asian. In regards to ethnicity, 13.8% of participants were reported as being Hispanic or Latino. Participants ranged in age from birth through 5 years old and genders were equally split with 50.03% females and 50.07% males being served.

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<b>Start Date of Program/Event:</b>	Oct 01, 2019
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<b>End Date of Program/Event:</b>	Sep 30, 2020
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<b>Does your program/event have a start time/end time?</b>	No
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<b>Name of Program/Event Venue:</b>	Child Care Match Program
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<b>Address of Program/Event Venue Location:</b>	6301 NW 5th Way Suite 3400 Fort Lauderdale, FL 33309
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<b>Attire of Program/Event (select the one that best applies):</b>	Casual
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<b>List any Benefits or Amenities the City of Pompano Beach Receives:</b>	<p>ELC services in conjunction with our child care centers prepare young children for kindergarten, provide quality child care for working parents, ensure inclusion programming for children with special needs, and provide early developmental screening so that children receive the supports they need. Child care services are provided on a year round, full-day basis for preschool aged children, and afternoon care and summer programming for school-aged children.</p> <p>Education and training are also provided to teachers and child care staff to increase their knowledge of early learning, childhood development, and strengthen their classroom management skills. Parental engagement services are also provided by the Education and Quality team to help families prepare their children for kindergarten. Families also receive free assistance with Child Care Resource and Referral for unbiased, personalized information and referrals to licensed early care and education programs in their area</p>
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<b>Amount Requested:</b>	400000
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Are you applying for a second Program/Event? No

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### Additional Activities

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

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### Additional Information

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

As the statutory administrator for early childcare and education services in Broward County, the ELC has established strong collaborative relationships with other funders, stakeholders, providers, and child advocates to ensure that eligible, economically disadvantaged families receive assistance in paying for childcare services so that they can maintain employment and/or attend school full-time. Through its partnership with Broward Sheriff's Office and the Department of Children and Families and ChildNet, the ELC also provides services to families and children in foster care, those experiencing homelessness, or otherwise involved in the child welfare system through domestic violence, diversion, or placement with relatives.

Through its funding partnerships with the United Way of Broward County and the Children's Services Council of Broward County provide a portion of the required match funding to draw down Federal funds for subsidized childcare. Both the United Way and Children's Services Council fund programs that serve children and families in need, and advocate to legislation and policies that protect vulnerable populations, as well as support and empower families to succeed as they first enter school.

Since October 2017, the ELC transitioned administration and oversight of all client eligibility and provider payment services from a single sub-contractor, Broward Regional Health Planning Council, to an in-house model. This significantly improved operational efficiency, increased monitoring and provider compliance, and significantly reduced administrative costs, allowing the ELC to expand services to over 300 additional children. This is just one way in which the ELC demonstrates its commitment to ensuring that all children in Broward will have high quality early learning experiences leading to success in school and in life.

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

School Readiness includes physical, cognitive, social, emotional competence & positive attitudes towards learning. Quality early childhood education leads to more success in Kindergarten and later in life. Especially for low income children, early childhood education is one of the keys to higher education and upward mobility that can lead to a stronger economy for the entire community.

Additionally, investment in early education is one of the most cost impactful and cost-effective interventions that is correlated with lower incidences of childhood obesity and chronic illness. Even more than a decade afterwards, children who received quality early education were less likely than their comparable peers to need special education, had higher rates of grade retention and graduation, and beyond school age were less likely to be unemployed or incarcerated . Estimates put the ROI for every dollar invested in quality early education around 13% per year, which amounts to more than \$17.00 returned and/or saved by the time a child turns 18.

Early childhood experiences have a profound impact on brain development-affecting learning, health, behavior and ultimately, income. An increasingly digital economy places even greater premiums on the ability to reason, continually learn, effectively communicate and collaborate. Investing in the early years is one of the best things we can do as a community to help end poverty, boost shared prosperity, and create the human capital needed for our economy to diversify and grow.

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### **City of Pompano Beach Funding History**

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<b>Has your organization been funded before by City of Pompano Beach?</b>	Yes
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<b>If yes, when was the most recent year?</b>	2018-2019
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<b>What was the name of program/event funded?</b>	Child Care Match Funding
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<b>How much was the funding for this program/event?</b>	30000
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### **Requested Budget Information**

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<b>What is the total value your nonprofit is applying for?</b>	39992
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<b>If you are not awarded the full funding requested for your event/program, will you be able to complete your project?</b>	Yes
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**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

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**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/3276970/72077528/503430947/72077528\\_elc\\_broward\\_itemized\\_budget.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/503430947/72077528_elc_broward_itemized_budget.pdf)

**W9**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503430947/72077535\\_elc\\_broward\\_2019\\_w9.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503430947/72077535_elc_broward_2019_w9.pdf)

**IRS Letter**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503430947/72077552\\_elc\\_broward\\_irs\\_letter.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503430947/72077552_elc_broward_irs_letter.pdf)

**List of Board of Directors**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503430947/72077556\\_elc\\_broward\\_board\\_of\\_directors.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503430947/72077556_elc_broward_board_of_directors.pdf)

**Articles of Incorporation**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503430947/72077558\\_elc\\_broward\\_articles\\_of\\_incorporation.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503430947/72077558_elc_broward_articles_of_incorporation.pdf)

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**Charity/Organization Contact**

**Name**

Pablo Calvo

**Title**

Director of Community Engagement

**Email**

[pcalvo@elcbroward.org](mailto:pcalvo@elcbroward.org)

**Phone Number**

(954) 598-4600

**Address**

6301 NW 5th Way, Suite 3400  
Fort Lauderdale, FL 33309

**Internal Revenue Service**

MAR 22 2006

**Date:** March 16, 2006

EARLY LEARNING COALITION OF  
BROWARD COUNTY INC  
% LORETTA DUVALL DIR  
6301 NW 5TH WAY STE 3000  
FT LAUDERDALE FL 33309-6198

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**  
Vaida Singleton  
ID# 31-03018  
**Toll Free Telephone Number:**  
877-829-5500  
**Federal Identification Number:**  
65-1060848

Dear Sir or Madam:

This is in response to the amendments to your organization's Articles of Incorporation filed with the state on December 5, 2005. We have updated our records to reflect the name change as indicated above.

In July 2001, we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

*Cindy M. Westcott*

Cindy Westcott  
Manager, EO Determinations



**Request for Taxpayer  
Identification Number and Certification**

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Early Learning Coalition of Broward, 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) ►

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.

6301 NW 5th Way, Suite 3400

6 City, state, and ZIP code

Fort Lauderdale, FL 33309

Requester's name and address (optional)

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

6 5 - 1 0 6 0 8 4 8

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

*Renee Jaffe*

Date ►

2/21/19

**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.

ARTICLES OF INCORPORATION

OF

BROWARD COUNTY SCHOOL READINESS COALITION, INC.

FILED

00 JUN 12 AM 11:21

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A not-for-profit corporation

We the undersigned, for the purpose of associating to establish a corporation for the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the state of Florida do make and file this Certificate of Incorporation in writing and do hereby certify as follows, to wit:

FIRST: The name of the corporation (hereinafter Corporation) is BROWARD COUNTY SCHOOL READINESS COALITION, INC.

SECOND: This Corporation shall commence on the date of filing of the Articles of Incorporation. This Corporation shall have perpetual existence.

THIRD: The general nature of the business to be transacted by this Corporation shall be to develop plans for improved early childhood/school readiness systems in Broward County, Florida, and any or all other lawful business for which corporations may be permitted under the Florida General Corporation Act.

FOURTH: The street address of the initial registered office of this Corporation is and the name of the initial registered agent of this Corporation at that address shall be:

Coordinating Council of Broward, Inc.  
1300 South Andrews Avenue  
Fort Lauderdale, Florida 33316



FIFTH: This Corporation shall have at least eighteen (18) but not more than twenty-five (25) members and such members must include the following:

- a. A Department of Children and Family Services district administrator.
- b. A district superintendent of schools.
- c. A regional workforce development board chair or director, where applicable.
- d. A county health department director or his or her designee.
- e. A children's services council or juvenile welfare board chair or executive director, if applicable.
- f. A child care licensing agency head.
- g. One member appointed by a Department of Children and Family Services district administrator.
- h. One member appointed by a board of county commissioners.
- i. One member appointed by a district school board.
- j. A central child care agency administrator.
- k. A Head Start director.
- l. A representative of private child care providers.
- m. A representative of faith-based child care providers.

Further, more than one-third of this coalition must be from the private sector and neither they nor their families may earn an income from a child care industry. No board member may appoint a designee to act in his or her place. A director may send a representative to the coalition meeting, but that representative will have no voting privileges. The name and address of the initial directors and officers of this Corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Cindy Arenberg (Director)	Director, Broward County Children's Services Administration Division 115 South Andrews Avenue, Room A-360 Fort Lauderdale, Florida 33301
Margaret Armand (Director)	2071 Southwest 52 Way Plantation, Florida 33317
Emma Black (Director)	2991 Northwest 24 Avenue Oakland Park, Florida 33311
Dr. Frances Haithcock (Director)	Deputy Superintendent, School Board of Broward County 600 Southeast 3 Avenue Fort Lauderdale, Florida 33301
Corey Hicks (Director)	1644 Coral Terrace North Lauderdale, Florida 33068
Mark Imes (Director)	Senior Vice President, Bank of America 1 Financial Plaza Fort Lauderdale, Florida 33301
Mason Jackson (Director)	Executive Director, Broward Workforce Development Board 330 North Andrews Avenue Fort Lauderdale, Florida 33301
Latha Krishnaiyer (Director)	President, Florida PTA 10405 Northwest 6 Street Coral Springs, Florida 33071
Winford Melvin (Director)	Friends of Children 5975 West Sunrise Boulevard Sunrise, Florida 33313
Audrey Millsaps (Director)	2665 Northeast 37 Drive Fort Lauderdale, Florida 33308

Pedro Mounier (Director)	Manager, Abilities of Florida 4699 North State Road 7 Tamarac, Florida 33319
Ellyn Okrent (Director)	Vice President, Kids in Distress 819 Northwest 26 Avenue Wilton Manors, Florida 33305
Nan Rich (Chair/President/Director)	Chair, Broward County Children's Services Board 2748 Pinehurst Weston, Florida 33332
David L. Roach (Director)	Administrator, Broward Health Department 2421-A Southwest 6 Avenue Fort Lauderdale, Florida 33315
Roy Rogers (Director)	Senior Vice President, Arvida Corporation 1205 Arvida Parkway Weston, Florida 33327
Dr. Phyllis Scott (Director)	District Administrator Department of Children and Family Services 201 West Broward Boulevard Fort Lauderdale, Florida 33301
Beverly Stracher (Director)	11921 Northwest 34 Street Plantation, Florida 33323
Dr. Frank Till (Director)	Superintendent, School Board of Broward County 600 Southeast 3 Avenue Fort Lauderdale, Florida 33309
Dr. Barbara Weinstein (Secretary/Director)	President/CEO, Family Central 840 Southwest 81 Avenue North Lauderdale, Florida 33068
Irma Hunter Wesley (Director)	Irma Hunter Wesley Fort Lauderdale Childcare Development Center 1409 Sistrunk Boulevard Fort Lauderdale, Florida 33311

Glender Williams  
(Vice Chair/Director)

Coordinator, Broward County Head Start  
600 Southeast 3 Avenue  
Fort Lauderdale, Florida 33301

Margie Zeskind  
(Director)

Central Agency for Jewish Education  
Early Childhood Jewish Education  
Director, Early Childhood Department  
4200 Biscayne Boulevard  
Miami, Florida 33137

SIXTH: The election of directors will be governed by the relevant Bylaw Provision.

SEVENTH: The name and address of the person signing these Articles as the Incorporator is Daphne E. Jones, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

EIGHTH: This Corporation may indemnify any officer, director, employee or agent, or any former officer, director, employee or agent to the full extent permitted by law.

NINTH: This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 25 day of Feb., 2000.



\_\_\_\_\_  
DAPHNE E. JONES, Incorporator

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF BROWARD )

BEFORE ME, a Notary Public authorized to take acknowledgments in the state and county set forth above, personally appeared DAPHNE E. JONES, known to me and known

by me to be the person who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, in the state and county aforementioned, this 25<sup>th</sup> day of February, 2000.

Donna G. Person

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



CERTIFICATE DESIGNATING REGISTERED AGENT  
AND OFFICE FOR SERVICE OF PROCESS

FILED

00 JUN 12 AM 11:21

BROWARD COUNTY SCHOOL READINESS COALITION, INC. a not-for-profit  
TALLAHASSEE, FLORIDA

corporation existing under the laws of the state of Florida with its principal office and mailing address at 1300 South Andrews Avenue, Fort Lauderdale, Florida 33316, has named The Coordinating Council of Broward, Inc., whose address is 1300 South Andrews Avenue, Fort Lauderdale, Florida 33316, as its agent to accept service of process within the state of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-named Corporation, at the place designated in this Certificate, I hereby accept the appointment to act as Registered Agent, and agree to comply with all applicable provisions of law. In addition, I hereby am familiar with and accept the duties and responsibilities as Registered Agent for said Corporation.

By:

  
REGISTERED AGENT

Robert D. Johnston

DEJ:sc  
2/8/00  
bcsrc.a01  
#00-065.01

**ARTICLES OF AMENDMENT**  
**TO**  
**ARTICLES OF INCORPORATION**  
**OF BROWARD COUNTY SCHOOL READINESS COALITION, INC.,**  
**a not-for-profit corporation**

**FILED**  
01 APR 26 PM 3:20  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 617.1002, Florida Statutes, the undersigned Florida non-profit corporation adopts the following Articles of Amendment to the Articles of Incorporation:

**FIRST:** Amendment adopted: Article Tenth being added.

(a). **Limitation.** No part of the net earnings of the corporation shall inure directly or indirectly to the benefit of or be distributable to its members (if the corporation ever has any), directors or officers or other private persons, but the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third of these Articles.

(b). **Tax Exempt Status.** It is intended that the corporation shall have and continue to have the status of a corporation that is exempt from federal income taxation 26 USCA, §501(a) as an organization described in 26 USCA, §Section 501 (c)(3) and which is other than a private foundation as defined in 26 USCA, §Section 509. These articles shall be construed accordingly, and all powers and activities of the corporation shall be limited accordingly. The corporation shall not carry on propaganda or otherwise attempt to influence legislation to such an extent as would result in the loss of exemption under 26 USCA §501(c)(3). The corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political

campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. All references in these articles to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any similar law subsequently enacted.

(c). **Dissolution.** Upon dissolution of the corporation, the board of directors shall, after paying or making a provision for the payment of all the liabilities of the corporation, distribute all of the assets of the corporation exclusively for one or more exempt purpose within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, in such manner and to such qualified organization or organizations as the board of directors shall determine, or shall distribute same to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

SECOND: Amendment adopted: Article Fifth amended by striking the



first sentence and in lieu thereof the following sentences shall be substituted: "This corporation shall have at least eighteen (18) but not more than twenty-five (25) members. The sole class of members shall be its directors. Such members/directors must include the following:"

THIRD: The date of adoption of the above amendments was

March 26, 2001.

FOURTH: All members are directors which comprise the board of directors. The amendments were adopted by the Board of Directors of this corporation.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed these Articles of Amendment this 12<sup>th</sup> day of APRIL, 2001.

BROWARD COUNTY SCHOOL READINESS  
COALITION, INC.

By: Latha Krishnaimer  
President

Attest:

[Signature]  
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

LATHA KRISHNAIMER and COREY L. HICKS, President and Secretary respectively of the above corporation, each of whom having been duly sworn, depose and say that they executed the above Articles of Amendment for the purposes

therein expressed on April 12<sup>th</sup>, 2001.

  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:



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## **RESOLUTION NO. 2005-01**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BROWARD COUNTY SCHOOL READINESS COALITION, INC. (COALITION); PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE ARTICLES OF INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Agency for Workforce Innovation, Office of Early Learning (AWIOEL) has issued policy number OEL-PI-0005-05, which provides guidance and instruction to State of Florida Early Learning Coalitions for amending articles of incorporation and by-laws; and

**WHEREAS**, in order to comply with policy directive OEL-PI-0005-05, it is necessary that the Broward Coalition adopt such amendments to its Articles of Incorporation consistent with 617.1002 F.S. and 617.0202 F.S. ; and

**WHEREAS**, 617.1002 F.S. specifically requires that the Board of Directors adopt a resolution setting forth amendments to the Articles of Incorporation ; and

**WHEREAS**, the Board of Directors desires to adopt the following amendments.

First: Amendment adopted: Article First is amended in whole to read as follows:

**FIRST:** The name of the corporation (hereinafter Corporation) is BROWARD COUNTY SCHOOL READINESS COALITION, INC., d/b/a EARLY LEARNING COALITION OF BROWARD COUNTY.

Second: Amendment adopted: Article Fifth is amended in whole to read as follows:

**FIFTH:** This Corporation shall have the number of members permitted by the Agency for Workforce Innovation, Office of Early Learning policies and procedures. The sole class of members shall be its directors. Such members/directors are:

- (a) Department of Children and Families Services District Administrator or designee (voting member);
- (b) Superintendent of schools or designee (nonvoting member);
- (c) Regional workforce development board executive director or designee (voting member);
- (d) County health department director or designee (voting member);
- (e) President of community college or designee (voting member);
- (f) Member appointed by Board of County Commissioners (voting member);
- (g) Head Start director (nonvoting member);
- (h) Representative of private child care providers, including family day care homes (nonvoting member);
- (i) Representative of faith-based child care providers (nonvoting member);
- (j) Representative of programs for children with disabilities under the federal Individuals with Disabilities Education Act (nonvoting member);

- (k) Children's Services Council Chair or Executive Director. This person shall be a voting member of the Coalition unless the council is the fiscal agent or the Council contracts with and receives funds from the Coalition, in which case representative is a nonvoting member;
- (l) Agency head of local licensing agency (voting member);
- (m) Central Agency Administrator (nonvoting member).
- (n) In addition to the Chair and two (2) private sector members appointed by the Governor, there shall be private sector members appointed in accordance with the policies and procedures outlined by AWI-OEL, as may be amended from time to time.
- (o) Up to two (2) optional members may be appointed at the discretion of the Coalition.

Third: Amendment adopted. Article Sixth is amended in whole to read as follows:

SIXTH: The election of directors, terms and any other requirements of AWI-OEL, shall be governed by the relevant Bylaws provisions of the Corporation.

Fourth: Amendment adopted: Article Eleventh being added:

ELEVENTH: Robert's Rules of Order, as amended, shall be the parliamentary authority for all matters or procedures not covered by the bylaws.

Fifth: Amendment adopted: Article Twelfth being added:

TWELFTH: Each director of the Corporation is subject to Florida Statutes ss.112.313, 112.3135 and 112.3143.

Sixth: Amendment adopted: Article Thirteenth being added:

THIRTEENTH: The Articles of Incorporation and By-laws of the corporation are a part of the Coalition's plan, and any amendments to them constitute an amendment to the plan.

Seventh: The date of the adoption of the above amendments was June 17, 2005.

Eighth: All members of the coalition are directors that comprise the board of directors. The amendments were adopted by the Board of Directors of the corporation unanimously.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BROWARD COUNTY SCHOOL READINESS COALITION, INC., AS FOLLOWS:**

**Section 1.** Adoption of Amendments. The board of directors hereby adopts the proposed amendments to the Articles of Incorporation as set forth herein.

**Section 2.** Effective Date. This Resolution shall become effective immediately upon adoption.

**Section 2.** **Effective Date.** This Resolution shall become effective immediately upon adoption.

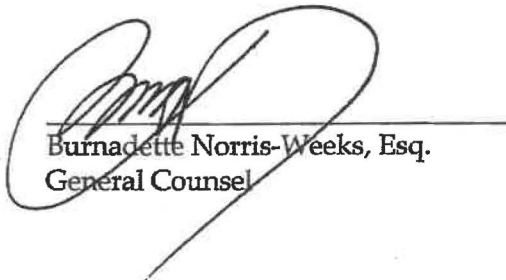
PASSED and ADOPTED this 17th day of June 2005.

  
Chair

**ATTEST:**

  
Secretary

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Burnadette Norris-Weeks, Esq.  
General Counsel

## **RESOLUTION NO. 2005-02**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BROWARD COUNTY SCHOOL READINESS COALITION, INC. (COALITION); PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE ARTICLES OF INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Agency for Workforce Innovation, Office of Early Learning (AWIOEL) issued policy number OEL-PI-0005-05, which provides guidance and instruction to State of Florida Early Learning Coalitions for amending articles of incorporation and by-laws; and

**WHEREAS**, on September 9, 2005 the Broward Coalition voted to change the name of the Broward School Readiness Coalition, Inc. to the Early Learning Coalition of Broward County, Inc.; and

**WHEREAS**, the Coalition has met all requirements consistent with 617.1002 F.S. and 617.0202 F.S. ; and

**WHEREAS**, 617.1002 F.S. specifically requires that the Board of Directors adopt a resolution setting forth amendments to the Articles of Incorporation.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BROWARD COUNTY SCHOOL READINESS COALITION, INC., AS FOLLOWS:**

**Section 1.**     Adoption of Amendments. The Board of Directors hereby adopts the proposed amendments to the Articles of Incorporation as set forth herein:

First: Amendment adopted: Article First is amended in whole to read as follows:

FIRST: The name of the corporation (hereinafter Corporation) is EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

**Section 2.**     Resolution Adopted by Majority of Voting Members: All members of the Corporation are directors that comprise the Board of Directors. The amendment was adopted by the majority of the voting members of the Board of Directors of the Corporation.


**Section 3.**     The Corporation has met all requirements consistent with 617.1002 F.S. and 617.0202 F.S.

**Section 4.**     Effective Date. This Resolution shall become effective immediately upon filing with the Department of State , Division of Corporations.


**PASSED and ADOPTED** this 9th day of September 2005.

  
Chair

**ATTEST:**

  
Secretary

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
Burnadette Norris-Weeks, Esq.  
General Counsel



**COALITION BOARD OF DIRECTORS**  
**Early Learning Coalition of Broward County – Updated April 2019**

	Designation in F.S. 1002.83(3)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	multi- county coalitions, indicate county of represent	Date Appointed	Term 1 4 Yrs ends	Term 2 4 yrs
							Consecutive Terms	
1	Chair, Private Sector appointed by the Governor  <b>Ex-Officio</b>	Yes	Laurie Sallarulo 5631 NE 16th Terrace Fort Lauderdale, FL 33334 (954) 326-8586  <a href="mailto:Laurie@jasouthflorida.org">Laurie@jasouthflorida.org</a>	President, CEO Junior Achievement	N/A	April 10, 2014	2009-2013	2013-2014 2014 -Gov. Reappt.
2	Private sector appointed by the Governor  <b>Ex-Officio</b>	Yes	Michael Asseff 3625 W Broward Blvd Second Floor Fort Lauderdale, FL 33312 (w) 954-455-6060 ext 1901 © 954-830-1244  <a href="mailto:Michael@sa-holdings.com">Michael@sa-holdings.com</a>	CEO Structured Asset Holdings	N/A	May 7, 2013	2013-2017	2017- Gov. Reappt.



	Designation in F.S. 1002.83(3)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	multi- county coalitions, indicate county of represent	Date Appointed	Term 1 4 Yrs ends	Term 2 4 yrs
							Consecutive Terms	
3	Private sector appointed by the Governor  <b>Ex-Officio</b>	Yes	Dolly Trevino Rump 1440 Coral Ridge Drive, #452 Coral Springs, FL 33071 (954) 282-4899  <a href="mailto:dolly@continentalpublicadjusters.com">dolly@continentalpublicadjusters.com</a>	Vice President Continental Public Adjusters, Inc.	N/A	September 25, 2015	June 2019	July 2019- June 2023 Gov. Reappt.
4	Department of Children & Family Services circuit administrator or designee  <b>Ex-Officio</b>	Yes	Dawn Liberta 1400 West Commercial Blvd., Rm 260B Fort Lauderdale, FL 33309 (954) 267-2094  <a href="mailto:dawn.liberta@myflfamilies.com">dawn.liberta@myflfamilies.com</a>	DCF designee	N/A	June 2018	As long as designated	
5	District superintendent of schools or designee  <b>Ex-Officio</b>	Yes	Laurie Rich- Levinson 600 SE 3 <sup>rd</sup> Avenue Fort Lauderdale, FL 33301 (754) 321-2006  <a href="mailto:Laurie.richlevinson@browardschools.com">Laurie.richlevinson@browardschools.com</a>	School Board of Broward County Superintende nt Designee	N/A	November 2014	As long as designated	
6	Regional workforce board executive director or designee  <b>Ex-Officio</b>	Yes	Mason Jackson, CEO 6301 NW 5 <sup>th</sup> Way, Suite 3000 Fort Lauderdale, FL 33309 954-202-3835  <a href="mailto:mci@careersourcebroward.com">mci@careersourcebroward.com</a>	CEO Career Source	N/A	1999	As long as designated	

	Designation in F.S. 1002.83(3)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	multi- county coalitions, indicate county of represent	Date Appointed	Term 1 4 Yrs ends	Term 2 4 yrs
							Consecutive Terms	
7	County health department director or designee  <b>Ex-Officio</b>	Yes	Renee Podolsky 780 SW 24 <sup>th</sup> Street Ft. Lauderdale, FL 33315 (954) 467-4700 Ext 4005  <a href="mailto:Renee.Podolsky@Flhealth.gov">Renee.Podolsky@Flhealth.gov</a>	Broward County Health Department Designee	N/A	June 2014	As long as designated	
8	President of a Florida College System institution  <b>Ex-Officio</b>	Yes	VACANT 2.26.19		N/A			
9	Member appointed by Board of County Commissioners or the governing board of a municipality <b>Ex-Officio</b>	Yes	Twan Russell 347 Don Shula Drive Miami Gardens, FL 33056 305.943.6790  <a href="mailto:TRussell@dolphins.com">TRussell@dolphins.com</a>	Sr. Director of Community Affairs Miami Dolphins	N/A	February 2016	as long as designated	
10	Head Start Director  <b>Ex-Officio</b>	Yes	Dr. Angela Iudica, Ph.D. 600 SE 3 <sup>rd</sup> Ave. Fort Lauderdale, FL 33301 754-321-1972  <a href="mailto:aiudica@browardschools.com">aiudica@browardschools.com</a>	Director, Head Start/Early Intervention	N/A	September 2017	As long as designated	
11	Representative of private for- profit child care providers  <b>Ex-Officio</b>	Yes	Cara Cerchione 1800 Cathedral Drive Margate, FL 33063 954-972-0437  <a href="mailto:Caraashley79@gmail.com">Caraashley79@gmail.com</a>	Director & Owner	N/A	April 8, 2019	6.2022	

	Designation in F.S. 1002.83(3)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	multi- county coalitions, indicate county of represent	Date Appointed	Term 1 4 Yrs ends	Term 2 4 yrs
							Consecutive Terms	
12	Representative of faith based child care providers  <b>Ex-Officio</b>	Yes	<b>VACANT</b> – 3.26.19		N/A			
13	Representative of program under federal Individuals with Disabilities Education Act <b>Ex-Officio</b>	Yes	Ellie Schrot 1401 S Federal Highway Fort Lauderdale, FL 33316 (954) 728-1090  <a href="mailto:eschrot@browardhealth.org">eschrot@browardhealth.org</a>	Director, Broward Early Steps	N/A	June 2014	As long as designated	
14	Children services council or juvenile welfare board chair or executive director  <b>Ex-Officio</b>	Yes	Cindy J. Arenberg-Seltzer, CEO 6600 West Commercial Blvd. Lauderhill, FL 33319 (954) 377-1000 Fax (954) 377-1683  <a href="mailto:carenberg@cscbroward.org">carenberg@cscbroward.org</a>	Children's Services Council CEO	N/A	1999	As long as designated	
15	Child care licensing agency head  <b>Ex-Officio</b>	Yes	William Karp –Admin Officer 115 Andrews Avenue Ft. Lauderdale, FL 33301 (954) 357-4800  <a href="mailto:Wskarp@broward.org">Wskarp@broward.org</a>	Local licensing agency	N/A	February 25, 2019  April 2019 Official Position at Child Care Licensing started	As long as designated	

	Designation in F.S. 1002.83(3)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	multi- county coalitions, indicate county of represent	Date Appointed	Term 1 4 Yrs ends	Term 2 4 yrs
							Consecutive Terms	
16	Private Sector Business	Yes	Monica King 6301 NW 5 <sup>th</sup> Way, Suite 5000 Fort Lauderdale, FL 33309 954-563-5294  <a href="mailto:mking@browardhsc.org">mking@browardhsc.org</a>	Broward Healthy Start Coalition Executive Director	N/A	April 2017	June 2020	July 2020 – June 2024
17	Private Sector Business	Yes	Nicholas Kaniaris 300 East Broward Blvd., Suite 920 Fort Lauderdale, FL 33301 954-745-4381 <a href="mailto:Nicholas.kaniaris@PNC.com">Nicholas.kaniaris@PNC.com</a>	Relationship Manager PNC Bank	N/A	May 2015	June 2018	July 2018 – June 2022
18	Private Sector Business	Yes	Khalil Zeinieh 100 Jim Moran Blvd. Deerfield Beach, FL 33442 954-993-8872  <a href="mailto:kzeinieh@gmail.com">kzeinieh@gmail.com</a>	Grant Research and Compliance Officer JM Family/The Jim Moran Foundation	N/A	April 2017	June 2020	July 2020 – June 2024
19	Private Sector Business	Yes	Richard Campillo 2208 Sunrise Key Blvd. Fort Lauderdale, FL 33304 954-371-9174 <a href="mailto:Rcny99@gmail.com">Rcny99@gmail.com</a>	Executive	N/A	April 2017	June 2020	July 2020 – June 2024



	Designation in F.S. 1002.83(3)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	multi- county coalitions, indicate county of represent	Date Appointed	Term 1 4 Yrs ends	Term 2 4 yrs
							Consecutive Terms	
20	Optional Member parent	Yes, if needed to meet private sector percentage or multi- county represent	Ashley Davis 1861 NW 46th Ave Apt E304 Lauderhill, Fl 33313 (954) 778-3187 <a href="mailto:a.davis.fraser@gmail.com">a.davis.fraser@gmail.com</a>	Parent	N/A	October 2015	June 2019	July 2019 – June 2023

Early Coalition of Broward County Inc. Membership Management Approved as of [date added when approved by OEL]	
I.	TOTAL MEMBERSHIP : 18 ; TOTAL PRIVATE SECTOR MEMBERSHIP: 7
II.	PRIVATE SECTOR PERCENTAGE: 39%
III.	TOTAL NON-VOTING EX OFFICIO MEMBERSHIP: 0
IV.	NUMBER OF VACANCIES IN REQUIRED POSITIONS: 0
<i>Including the chair and two coalition members appointed by the Governor, Private Sector Business members must comprise more than one-third of each early learning coalition's board membership</i>	

Rev. 4.30.19



Early Learning Coalition of Broward County  
School Readiness Program Budget

Funding Source	Program Cost	Other Funding Sources	Matching Funds	Total
Florida Office of Early Learning	\$ 52,912,840			\$ 52,912,840
Children's Services Council	\$ 4,017,117		\$ 435,000	\$ 4,452,117
United Way of Broward County			\$ 325,000	\$ 325,000
Local Municipalities			\$ 550,000	\$ 550,000
City of Pompano Beach*			\$ 40,000	\$ 40,000
<b>Total</b>	<b>\$ 56,929,957</b>	<b>\$ -</b>	<b>\$ 1,350,000</b>	<b>\$ 58,279,957</b>

\*NOTE: **100%** of COPB funding will go towards child care slots for City Residents with no costs charged for personnel or administration.

## **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 Early Learning Coalition Of Broward County, Inc. (name of the non-profit organization) for Child Care Match Program (title of the program) for the current fiscal year is: \$20,000.

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 \$5,000.00; 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 \$5,000.00; 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 \$5,000.00; 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 \$5,000.00 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	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

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

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

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

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

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



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 5, 2019

City of Pompano Beach  
100 W ATLANTIC BLVD  
POMPANO BEACH FL 33060-6099

#### Account Information:

<b>Policy Holder Details :</b>	EARLY LEARNING COALITION OF BROWARD COUNTY
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#### Contact Us

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (800) 417-6635

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/05/2019

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 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> MARSH & MCLENNAN AGENCY LLC/PHS 22270718 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (800) 417-6635	<b>FAX (A/C, No):</b> (888) 443-6112
<b>INSURED</b> EARLY LEARNING COALITION OF BROWARD COUNTY 1475 W CYPRESS CREEK RD STE 301 FORT LAUDERDALE FL 33309-1931	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Casualty Insurance Company	<b>NAIC#</b> 29424
	<b>INSURER B:</b> Hartford Ins Co of the Southeast	38261
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	X		22 SBA AA4513	09/10/2019	09/10/2020	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY			22 SBA AA4513	09/10/2019	09/10/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/>	PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	22 SBA AA4513	09/10/2019	09/10/2020	EACH OCCURRENCE	\$1,000,000		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$1,000,000		
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	22 WEC AB5YJ9	09/10/2019	09/10/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	EMPLOYMENT PRACTICES LIABILITY			22 SBA AA4513	09/10/2019	09/10/2020		\$5,000	

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

**CERTIFICATE HOLDER**

City of Pompano Beach  
100 W ATLANTIC BLVD  
POMPAÑO BEACH FL 33060-6099

**CANCELLATION**

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

*Susan L. Castaneda*

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