# **MISCELLANEOUS APPROPRIATIONS CONTRACT**

Org.7

THIS CONTRACT is signed this 10 day of 0000 2019, by the City of Pompano Beach ("City") and Boys & Girls Clubs 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 <u>\$12,000</u> to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

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

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

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

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

3. <u>Renewal</u>. This Contract is not subject to renewal.

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

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

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

### 7. Contract Administrators, Notices and Demands.

A. <u>Contract Administrators</u>. During the term of this Contract, the City's , Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be <u>Lisa Devine(or their authorized written designee)</u> as further identified below.

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

If to Recipient:	Lisa Devine Grant Writer 877 NW 61st Street Fort Lauderdale, FL 33309 Office: (954) 537-1010 Email: ldevine@bgcbc.org
If to City:	City Manager or Designee, Contract Administrator Greg Harrison City Manager 100 W Atlantic Blvd. Pompano Beach, FL 33060 Office: (954) 786-4601 Email: greg.harrison@copbfl.com

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

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

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

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

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

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

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

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

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

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

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

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

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

### 14. Non-Assignability and Subcontracting.

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

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below. 15. <u>Performance Under Law</u>. The Recipient, in the performance of duties under the Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

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

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

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

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

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

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

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

### 20. Public Records.

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

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

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

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

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

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

# PUBLIC RECORDS CUSTODIAN

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

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 <u>RecordsCustodian@copbfl.com</u>

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

## 22. Waiver and Modification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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, EITY ATTORNEY

.

Notary Public - State of Florida Commission # FF 993881 My Comm. Expires May 18, 2020

Bonded through National Notary Assn.

STATE OF FLORIDA COUNTY OF BROWARD

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA 0

(Name of Acknowledger Typed, Printed or Stamped)

**Commission Number** 

#### **"RECIPIENT"**

Boys & Girls Clubs Of Broward County, Inc. (Print or type name of company here)

nan By:

Print Name: BRIAN QUATL

CED Title:

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

J. Miams mher (Print or Type Name)

( Carlle

Witnesses:

(Print or Type Name)

STATE OF Florida COUNTY OF Bunard

The foregoing instrument was acknowledged before me this 2/ day of <u>August</u>, 2019, by <u>Brian</u> Quail as <u>President / CEO</u> of <u>Bryst Girls Clubs of Bravard</u> County, a Florida corporation on behalf of the corporation or a Florida limited nability company on behalf of the company. <u>He/she is personally known to me or who has produced</u>

(type of identification) as identification.

STATE OF FLORIDA

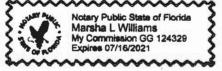
Williams Marsha

(Name of Acknowledger Typed, Printed or Stamped)

GG 124329

**Commission Number** 

NOTARY'S SEAL:



Miscellaneous Appropriations Contract 2/21/2019 ACP

# Exhibit "A"

# Recipients Requirements, Contractual Responsibilities and Program Description

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

justification and approval needed prior)

- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Appliances and home goods (e.g., refrigerators, microwaves, stoves, tabletop burners) (written justification and approval needed)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Laboratory fees
- xxviii. Computers
- xxix. Health benefits
- xxx. Digital Cameras
- xxxi. Plaques
- xxxii. Hotel Costs
- xxxiii. Housing (written justification and approval needed based on programming)
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and
- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

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

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

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for receipients 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 occurs after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

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

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

a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application

b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)

- i. Age
- ii. Race
- iii. Gender
- iv. Zip Codes
- v. Household income (if applicable)

c. Describe accomplishments of the program to date

d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

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

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 <u>have not</u> been returned to CITY.

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

Organization name:	Boys & Girls Clubs of Broward County, Inc.
Program funded:	College and Career Readiness and Workforce Development Initiative
Amount funded:	\$12,000

**Program description:** The Boys & Girls Clubs of Broward County's College and Career Readiness program promotes higher education and higher level career aspirations to over 3,000 Broward County teens through real world, hands-on learning experiences and provides them with the tools to get started on their professional journeys. Our Workforce Development Initiative is designed to promote the development of critical employment skills among our youth through research-informed youth development practice, training and experiential learning opportunities that lead to first job readiness and a plan for pursuing post-secondary and/or career aspirations. The Workforce Development Initiative will increase teen's employability through career exploration, mentorship, opportunities to earn credentials, soft skills training, technical skills training and career experiences.

City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application May 9, 2019 2:10 pm Chrome 74.0.3729.131 / Windows 8.20.22.51 503473918 34.257701873779, -84.49210357666

# **About Your Organization**

Which Fiscal Year Is Your Organization Applying For?	2019-2020
Full Name of Nonprofit:	Boys & Girls Clubs of Broward County
Mission of Nonprofit:	To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.
Brief Overview of Nonprofit:	Chartered in 1965 by Boys & Girls Clubs of America (BGCA), Boys & Girls Clubs of Broward County (BGCBC) has grown from one Club to 12, serving over 12,000 young people annually between the ages of 6-18. Our Clubs provide Broward County's youth with a safe, nurturing environment during out-of-school time, when many children are often left unsupervised, where they receive academic assistance, healthy snacks and hot meals and opportunities to learn about and prepare for multiple career paths. It has been the goal of BGCBC to provide a world-class Club experience that assures success is within reach of every young person who walks through our doors. We want all members to graduate from high school with a plan for the future; demonstrate good character and citizenship by participating in leadership training and community service volunteer projects; and engage in nutrition education and physical fitness activities that promote living a healthy lifestyle.

Nonprofit Website:	www.bgcbc.org
Which Funding Priority Does Your Nonprofit Qualify For:	Education
Type of Organization - select the one that best applies:	Human Services
Executive Summary of How Nonprofit will use City of Pompano Beach Funding:	If funded, the Boys & Girls Clubs of Broward County would use grant funds to enhance our members Club experience and expose our Club members to educational and vocational experiences around Broward County.

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

The Boys & Girls Clubs of Broward County provides underserved youth of Pompano Beach with out-of-school time activities and programs that meet the needs and interests of our members. Caring and passionate staff promote positive values about family and community and guide members toward appropriate educational, personal and vocational needs. Our equation for success includes programming in three core areas; Academic Success, Good Character and Citizenship and Healthy Lifestyles. We provide specialized programs that expose and prepare our Club members to/for college and introduce them to careers in STEM (Science, Technology, Engineering and Mathematics), culinary arts, media arts, aviation, marine technology, woodworking and construction industries. Through these programs and our Workforce Development Initiative, BGCBC has been successful in connecting our teen Club members to full and part-time employment.

Statement of Need: Intentionally located in neighborhoods accessible to low-income and underserved populations. BGCBC programs strive to have an impact on our members' mental, physical and socio-emotional development while seeking to empower youth to lead productive lives by ensuring that they have the proper skills to pursue future education and careers. BGCBC has accepted the 2025 Great Futures Strategic Plan Initiative from Boys & Girls Clubs of America (BGCA), as our strategic plan moving forward and have already implemented programs to enhance the experience of our Club members in order to give them the best foundation for their future. BGCBC's Workforce Development Initiative is modeled off BGCA's national strategic plan and is designed to promote the development of critical employment skills among our youth through research-informed youth development practice, training and experiential learning opportunities that lead to first job readiness and a plan for pursuing postsecondary and/or career aspirations. The initiative will increase our members' employability through career exploration, mentorship, opportunities to earn credentials, soft skills training, technical skills training and career experiences. BGCBC has a solid track record of implementing programs that nurture young people's self-esteem by instilling in them a sense of belonging,

young people's self-esteem by instilling in them a sense of belonging, usefulness, influence and competence. Club staff act as mentors by providing young people with one-on-one relationships with caring adult professionals and well-rounded programming that is fun and age appropriate.

Include a Description of the Geographic Area You Serve:	In support of our mission, Clubs are strategically located in areas that provide access to low-income and under-served populations. In 2018, The Thomas D. Stephanis Club in Pompano Beach served 866 youth between the ages of 6-18. Of those members served, 60% live in households earning less than \$20,000 annually; 77% live in a single parent headed household; 87% qualify for free or reduced school lunch; and 86% attend Title I schools. The Stephanis Club has served over 72,000 snacks and hot meals to its members. And 97% of the Club members progressed to the next grade level, while 100% of senior members graduated from high school.
Does Your Organization Receive Matching Funds?	Yes
If Yes, please explain the matching gift partnership you have.	BGCBC has systems in place that allow companies to match employer donations through our on-line giving site. In addition, BGCBC has received grants where there was a matching component and BGCBC was able to utilize the grants to go out and raise more money in the community.
Your organization will be able to provide	Yes

the City documentation of your

Matching Funds .

# About Your Board of Directors

Board Disabled	0	
Board Minorities	13	
Board Seniors	13	
Total Board Members	88	

# 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	College and Career Readiness and Workforce Development Initiative	
Type of Program/Event	Other	
If other, please specify:	Year round programs that fall within our College and Career Readiness Program and Workforce Development Initiative	

Describe the program/event succinctly:	The Boys & Girls Clubs of Broward County's College and Career Readiness program promotes higher education and higher level career aspirations to over 3,000 Broward County teens through real world, hands-on learning experiences and provides them with the tools to get started on their professional journeys. Our Workforce Development Initiative is designed to promote the
	development of critical employment skills among our youth through research-informed youth development practice, training and experiential learning opportunities that lead to first job readiness and a plan for pursuing post-secondary and/or career aspirations. The Workforce Development Initiative will increase teen's employability through career exploration, mentorship, opportunities to earn credentials, soft skills training, technical skills training and career experiences.
Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?	Funding from the City of Pompano Beach would help cover the costs of supplies and transportation for Workforce Development tours, College tours, career experience tours as well as specific programming that aligns with our College and Career Readiness program. Examples of programs that our members are exposed to are:
	<ol> <li>Money Matters - financial education resources and interactive curriculum that helps teens gain useful knowledge and skills on various aspects of financial literacy</li> <li>Career Launch - a mentorship and career exploration program that offers a variety of activities to hone teens decision-making, problem-solving and critical-thinking abilities</li> <li>Bring Your A Game - a customer service program that teaches a wide range of employability and soft skills</li> <li>Annual Career Day - members interact with employers of different career paths and have the opportunity to gain knowledge about that career and its educational requirements</li> <li>Generals Club Construction Program - introduces Club members to trade careers</li> <li>College Corner - Club members receive hands on assistance with all things college-related</li> <li>SAT Prep - members receive free SAT prep classes designed to help members with Math and English curriculum</li> </ol>

What are the outcomes of your program/event?	In our FY 2017-2018, the Thomas D. Stephanis Club in Pompano Beach had 866 members ages 6-18. Of those members, 97% members progressed to the next grade level, 100% of senior members graduated from high school. The total number of visits to the Club was 53,060 and the members spent 283,826 hours in the Club.
	For FY2020, BGCBC would like to be able to reach more Pompano Beach youth by increasing our membership, as well as the number of visits and hours spent in the Club. Our goal is to have 100% of our members progress to the next grade level; make sure that 100% of our senior members graduate from high school; and help as many of our teens pursue postsecondary education or trade schools.
Estimated # of Attendees at the Program/Event (select the one that best applies)	151-250
Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:	185
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.	Of the 866 Thomas D. Stephanis Club members, 60% of members families reported earning less than \$20,000 annually; 77% of members live in a single parent headed household and 87% of members qualify for free or reduced school lunch. Additionally, 86% of members attend a Title I school, 97% of members progressed to the next grade level, and 100% of senior members graduated from high school. The Stephanis Club members are 55% male and 45% female and has an ethnic breakdown of 91% African American, 3% Hispanic, 5% Multi-racial and 1% white.
	healthy snack and hot meals to the members at the Thomas D. Stephanis Club, which is a relief to many parents struggling to feed their children each and every day. Supplemental meals are given to families each week and can provide food for additional household members, reducing the cost of food for member families.
Start Date of Program/Event:	Aug 26, 2019
End Date of Program/Event:	May 22, 2020
Does your program/event have a start time/end time?	Yes .
Start Time of Program/Event:	02:00 PM
End Time of Program/Event:	08:00 PM
Name of Program/Event Venue:	Thomas D. Stephanis Boys & Girls Club

Address of Program/Event Venue Location:	212 NW 16th Street Pompano Beach, FL 33060
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	More young people who are productive, caring and responsible citizens, who with the help of BGCBC will go off to college or trade school, come back to Pompano Beach to contribute to their communities by giving back.
Amount Requested:	12111
Are you applying for a second Program/Event?	No
Additional Activities	
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)	No

# **Additional Information**

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

With a 4-star rating from Charity Navigator for the eighth consecutive year, Boys & Girls Clubs of Broward County has a proven track record of fiscal responsibility and is recognized as a leading advocate for youth, providing girls and boys with a range of proven programs and services that instill a sense of competence, usefulness, belonging and influence. Only 4% of the charities evaluated have received at least 8 consecutive 4-star evaluations, indicating that BGCBC outperforms most other charities in America. Last year, BGCBC had a total of 1,495 teen members participate in our college and career programs. Of our senior members, 98% graduated from high school and 77% are currently enrolled in college or postsecondary institutions.

With support from the City of Pompano Beach, BGCBC can continue to offer academic success programs that provide youth and teens with opportunities to improve their grades, develop critical soft skills and gain valuable certifications that will lead to internships and/or gainful employment. The success of the College and Career Readiness program and Workforce Development Initiative is measured via pre- and post-test which measures the change in member knowledge about the college application and financial aid process; program completion survey of high school seniors which measures the number of seniors that have submitted an application to postsecondary institutions; and a program completion survey of high school members which measures their feelings about the program and overall attitude toward postsecondary education and career paths. High school graduation rates of seniors are recorded and information is collected about if and where they will be attending college or vocational schools, as well as their intended study path.

Any other information you wish to The Boys & Girls Clubs of Broward County is vital to the Broward share? community, providing youth with access to programs and adults that foster their personal and academic success. Located in some of Broward County's most economically disadvantaged areas, the Clubs provide high-yield educational, healthy lifestyle and leadership programs to members with both environmental and individual risk factors that threaten their chances of leading positive and productive lives. Of our Broward County members, more than half face risk factors associated with family stress as 67% of Club members come from single parent families and 50% of members families reported that they earn less than \$20,000 annually. Our targeted members also face tough odds academically that put them at risk of academic failure and disciplinary problems. The majority of the feeder schools for our 11 Club locations are Title I schools, which 76% of members attend. Our programs help to break the cycle of educational underachievement that is prevalent among the populations we serve and ensures student success in academics and life skills. The continuation and support of our Academic Success Equation is critical if we are to increase the number of students who graduate from high school and go on to lead successful lives.

# City of Pompano Beach Funding History

Yes
2018-19
College and Career Readiness
12000
12111
Yes

Are you including the following:	Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes W9 = Yes IRS Letter = Yes
	List of Board of Directors = Yes Articles of Incorporation = Yes

# Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528 /503473918/72077528_fy20_bgcbc_itemized_budget.xlsx				
W9	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535 /503473918/72077535_bgcbc_w-9_2019.pdf				
IRS Letter	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552 /503473918/72077552_bgcbc_irs_501_c_3_letter_2019.pdf				
List of Board of Directors	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556 /503473918/72077556_bgcbc_2018-2019_board_of_directors.pdf				
Articles of Incorporation	https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558 /503473918/72077558_bgcbc_articles_of_incorporation.pdf				

# **Charity/Organization Contact**

Name	Lisa Devine
Title	Grant Writer
Email	ldevine@bgcbc.org
Phone Number	(954) 537-1010
Address	877 NW 61st Street
	Fort Lauderdale, FL 33309

#### **IRS** Department of the Treasury Internal Revenue Service P.O. Box 2508 Cincinnati OH 45201

In reply refer to: 0752886408 Feb. 12, 2019 LTR 4168C 0 59-1108790 000000 00 00013956 BODC: TE

BOYS & GIRLS CLUBS OF BROWARD COUNTY % MICHELE CLARKE 877 NW 61ST ST FORT LAUDERDALE FL 33309-2022

008024

Employer ID number: 59-1108790 Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Feb. 01, 2019, about your tax-exempt status.

We issued you a determination letter in August 1965, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(l) and 170(b)(l)(A)(vi).

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

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0752886408 Feb. 12, 2019 LTR 4168C 0 59-1108790 000000 00 00013957

BOYS & GIRLS CLUBS OF BROWARD COUNTY % MICHELE CLARKE 877 NW 61ST ST FORT LAUDERDALE FL 33309-2022

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Ten m Jol

Teri M. Johnson Operations Manager, AM Ops. 3

Depar	W-9 October 2018) tment of the Treasury al Revenue Service	Request for Taxpayer Identification Number and Certi Go to www.irs.gov/FormW9 for instructions and the lateral structures and th				Give Form requester, send to th					Do no	ot	
	Boys & Girls Clu	your income tax return). Name is required on this line; do not leave this line blan bs of Broward County egarded entity name, if different from above	k.										
0,							4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
	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) ▶					code (if any)							
	Other (see instr Address (number, 877 NW 61st Str 6 City, state, and ZIF Fort Lauderdale, 7 List account numb	reet, and apt. or suite no.) See instructions. et code FL 33309	Requester:	s name	and	add	iress (e	opti	ional)				
Pa		r Identification Number (TIN)								,		_	
backu reside entitle <i>TIN</i> , L Note:	your TIN in the appr up withholding. For in ant alien, sole proprie as, it is your employe ater. If the account is in r	priate box. The TIN provided must match the name given on line 1 to a dividuals, this is generally your social security number (SSN). However, or, or disregarded entity, see the instructions for Part I, later. For other identification number (EIN). If you do not have a number, see <i>How to g</i> ore than one name, see the instructions for line 1. Also see <i>What Name</i> ster for guidelines on whose number to enter.	for a pet a or	nploye		-[	ication		-[ umbe	97 9			

#### 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 ►	Burn	G.n	init	Date -	1	19	1201	9

### **General Instructions**

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

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

#### **Purpose of Form**

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

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (Including a resident alien), to provide your correct TIN.

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

# Restated Bylaws for the Boys & Girls Clubs of Broward County, Inc. f/k/a Boys Clubs of Broward County, Inc. d/b/a Boys & Girls Clubs of Broward County Dated: February 21, 2013

#### Article I

#### Offices

The principal office of this Corporation shall be 877 NW 61<sup>st</sup> Street, Fort Lauderdale, FL 33309, County of Broward, State of Florida. The Resident Agent for the Corporation shall be designated on its annual corporate report filed with the Secretary of State of Florida. The address of the principal office of this Corporation may be changed from time to time by the Board of Directors.

#### Article II

#### Purpose

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. Programming is focused in three (3) core areas: Academic Success, Good Character & Citizenship and Healthy Lifestyles.

#### Article III

#### **Corporate Authority**

The Corporation shall have all of the powers granted by Florida Statute 617.0302 as the same may be amended from time to time. The Corporation shall also have all of the emergency powers granted by Florida Statue 617.0303 as the same may be amended from time to time.

#### Article IV

#### **Board of Directors**

Section 1 – Authority and Number: The affairs, business and property of the Corporation shall be governed by its Board of Directors, numbering not less than fifteen (15) members, not inclusive of Advisory Council Chairs.

The following Board Mernber designations for Board Membership are:

#### A.) <u>BGCBC Governing Board of Directors:</u>

BGCBC Governing Board of Directors oversee the affairs, business and property of the organization and participate at board meetings on a monthly and annual basis. These members are in good standing related to the criteria of board attendance, financial support and following the bylaws of the organization. Governing Board of Directors are voting members of the organization with legal and fiduciary responsibility under Florida law.

#### B.) BGCBC Lifetime Board of Directors:

BGCBC Lifetime Board of Directors is a special designation for those who once served or who are serving the organization's Governing Board. Their extraordinary contributions of time and resources sets a standard for others to follow related to the BGCBC mission. Categories for these Directors are:

- 1.) Persons who have established Special Events that have raised millions of dollars for the organization.
- 2.) Persons who are members of the Lifetime Giving Society who have donated over \$250,000 in unrestricted gifts to BGCBC.
- 3.) Persons who serve on a Foundation Board who have provided at least \$1 million or more to BGCBC.

These Lifetime Board of Directors are voted on by the Governing Board and are considered full voting members when attending any meeting of the Governing Board of Directors. These Lifetime Board of Directors also have a legal and fiduciary responsibility under Florida Law.

#### C.) BGCBC Emeritus Board of Directors:

BGCBC Emeritus Board of Directors are recognized as persons who once served the organization's Governing Board. These Emeritus Board of Directors continue to support the mission of the organization through individual, corporate and annual contributions as participants of BGCBC activities. They are honored and recognized on an annual basis as Emeritus Board of Directors of BGCBC. They do not have a vote or any legal and fiduciary responsibility under Florida Law.

The maximum number of Directors shall not exceed one hundred (100) members, inclusive of Advisory Council Chairs who are voting directors, and may be changed by the affirmative vote of a majority of the Board of Directors at any meeting at which a quorum is present.

#### Section 2 – Term of Office:

First year members of the Board of Directors shall serve a term in office of one (1) year and thereafter may be nominated for three (3) year terms. The terms of all Officers and Directors shall commence on July 1st of the year in which they are nominated and shall terminate on June 30th of the year on which their term ends unless terminated earlier by the Nominating Committee.

Section 3 – Nominating Committee: The Chair, Vice Chair and Immediate Past Chair will select six (6) members of the Board, with at least 3 years' experience, to constitute a Nominating Committee. The Nominating Committee shall nominate the Board of Director Officers and the Board of Directors.

Section 4 – Election: The Directors shall hold office until the expiration of their term of office unless sooner removed by death, resignation, disqualification or otherwise. The election of Directors to fill the expired terms of any Director shall be held at a regular meeting or at a special meeting called for

that purpose. The election of Directors shall be by a quorum vote of the Directors. Any Director may nominate a person as a potential director.

Section 5 – Special Meetings: A special meeting of the Board of Directors may be called by, or at the request of the President/Chief Executive Officer, hereafter referred to as "President/CEO", the Chair of the Board or the Vice Chair. The person or persons authorized to call such special meetings shall fix the time and place of such special meeting, taking into consideration the proximity and convenience to all such affected Board members. Notice of such special meeting shall be in accordance with the notice provisions of Section 9 hereof.

Section 6 – Regular Meetings: Regular meetings of the Board of Directors shall be held upon notice from the Chair of the Board of Directors or President/CEO. There shall be ten (10) regular monthly meetings per year.

Section 7 – Annual Meetings: Annual meetings of the Board of Directors shall be held each year upon notice from the Chair of the Board of Directors or the President/CEO. Annual meetings shall be held for the purpose of appointing the officers of the Corporation, appointing Directors to fill any expired terms of office and the transaction of any other business that may come before the Board. June will be the election of Officers and the Annual Meeting of the Organization will take place in the month of November.

Section 8 – Conduct of Meetings: Robert's Rules of Order (latest edition) shall prevail at all Board meetings of the Board and Committees. All meetings of the Board and committees shall be held in Broward County, Florida. There shall be no voting by proxy unless the same is specifically permitted by a majority vote of the Board of Directors for a specific meeting only.

Section 9 – Notice: Notice of regular meetings provided under these Bylaws shall be given at least seven (7) days prior to the date fixed for such meeting by regular U.S. Mail, facsimile or e-mail to the last known address of each Director as shown on the records of the Corporation. Notice of a special meeting of the Board of Directors shall be given at least three (3) days prior to the date fixed for such meeting sent by Certified Mail, return receipt requested, by commercial carrier requiring a signed receipt, facsimile or e-mail to the last known address of each Director as shown on the records by the Corporation. Any Director may waive notice of any meeting by personally attending, unless such attendance is for the express purpose of objecting to the legality of such meeting.

Section 10 – Quorum: The minimum of fifteen (15%) percent of the total number of Board members of the Board of Directors shall constitute a quorum at any regular or special meeting of the Board of Directors. The majority of the Directors present at a meeting at which a quorum is present shall be

the act of the Board of Directors unless a different number is required under the provisions of the Articles of Incorporation of this Corporation or any other provision of these Bylaws.

Section 11 – Compensation: Directors shall not receive any compensation for their services. Nothing contained herein shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

#### Article V

#### Officers

Section 1 – Officers: The officers of the Corporation shall be the Chair of the Board of Directors, a Vice Chair, a Treasurer and a Secretary. The Board of Directors may elect or appoint such other officers including a President/CEO, as it shall deem appropriate. The officers are to have authority and perform the duties prescribed from time to time by the Board of Directors.

Section 2 – Election and Term of Office: The officers of the Corporation shall be elected annually by the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors. Each officer so elected shall hold office until the next annual meeting of the Board of Directors and until his or her successor shall have been duly elected and qualified.

Section 3 – Removal: Any officer elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors present at a regularly scheduled meeting or a special meeting whenever in its judgment the best interest of the Corporation would be served thereby.

Section 4 – Vacancies: A vacancy in any office occasioned by death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors at its next regular meeting, or a special meeting called for that purpose, for the unexpired portion of the term.

Section 5 – Chair of the Board: The Chair of the Board shall preside at all meetings of the Board of Directors. He or she may sign, either alone or with the secretary or any other proper authorized Officer of the Corporation, any contract, deed or other instruments authorized by the Board of Directors, which the Board of Directors have authorized to be executed except in those cases where the signing and execution thereof shall be expressly delegated by the Board of Directors by these Bylaws, or by statute to some other officer or agent of the Corporation and he or she shall perform such other duties that may be prescribed by the Board of Directors from time to time.

Section 6 – Vice Chair: In the absence of the Chair of the Board or in the event of the inability or refusal to act by the Chair of the Board, the Vice Chair, the Treasurer and then Secretary, shall perform the duties of the Chair of the Board and when so acting shall have all of the powers of and be subject to all of the restrictions upon the Chair of the Board.

Section 7 – Other Officers: Treasurer and Secretary. The Board of Directors may appoint such other officers as it deems appropriate from time to time.

#### Article VI

#### President/Chief Executive Officer (CEO)

Section 1 – Duties of President/CEO: The President/CEO shall, in accordance with the directions of the Board of Directors, supervise, manage and control the operations of the business affairs of the Corporation. The President/CEO shall have the authority to hire and fire staff, shall have a budget prepared for the approval of the Board of Directors, and shall operate within the guidelines of the budget as approved or as otherwise authorized by the Board of Directors. The President/CEO shall report to the Board of Directors, including the Executive Committee, on the activities of the Clubs, including Financial matters, on a monthly basis or as otherwise directed by the Board.

Section 2 – Officio: The President/CEO shall attend all meetings of the Board of Directors unless excused by the Board of Directors and shall be an ex-officio member of all committees.

Section 3 – Bond: The President/CEO shall be required to procure such bond for personnel as shall be determined by the Board of Directors and President/CEO.

Section 4 - Term of Office: The President/CEO shall serve at the discretion of the Board of Directors.

#### Article VII

#### Committees

Section 1 – Committees: The Board of Directors may, by resolution or resolutions passed, designate and appoint one or more committees, each of which shall consist of two or more Directors, but need not consist only of Directors. The Chair and Vice Chair shall appoint the various Chairs of the Committees of the Corporation. The members of the committees shall be appointed by the Chair of the Board, the Vice Chair with input from the President/CEO and the Chair of the Committee. In the absence of a Chair of the Committee, the Vice Chair of the Corporation shall act as the Chair. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law. The Chair of the Board, Vice Chair and President/CEO shall be ex-officio members of each committee.

Section 2 – Term of Office: Each member of a committee shall continue as such until successors are appointed, unless such committee shall be sooner terminated or unless such member is removed, resigns or otherwise ceases.

Section 3 – Vacancies: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 4 – Quorum: Unless otherwise provided in the resolution of the Board of Directors designating the committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of committee members shall be the act of the committee.

Section 5 – Rules: Each committee may adopt rules for its own government, not inconsistent with these Bylaws or with rules adopted by the Board of Directors. In any case, Robert's Rules of Order shall prevail at all meetings of the committee membership, unless specifically or otherwise provided by resolution adopted by the Board of Directors.

Section 6 – Executive Committee: The Executive Committee shall consist of a minimum of nine (9) members and a maximum of thirteen (13) members. The Chair of the Board, the Vice Chair, the Secretary, the Treasurer and the Immediate Past Chair shall all be members of the Executive Committee. A minimum of four (4) with a maximum of eight (8) at-large Board of Directors will be appointed by the Chair and current Vice Chair, with input from the President/CEO and approved by the Board of Directors annually. The Chair shall be the presiding officer of the Executive Committee and will only vote at Executive Committee in the case of a tie vote. The Executive Committee shall act for the Board of Directors at its discretion in the governance of the Corporation and in the absence of action by the Board of Directors. A quorum shall consist of a majority of the members of the Executive Committee.

### Article VIII

#### Actions by Written Resolution

The Board of Directors may act without convening a regular or special meeting, by written resolution signed by three-quarters (3/4) of the members of the Board of Directors and duly entered in the Corporate Records.

#### Article IX

#### **Books & Records**

The Corporation shall keep correct and complete books and records of accounts, and shall keep minutes of all proceedings of its Board of Directors and committees. All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any legitimate and proper purpose at any reasonable time.

#### Article X

#### Contracts, Checks, Deposits & Funds

Section 1 – Contracts: The Board of Directors authorizes the President /CEO, via the annual budget, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, this Corporation, and such authority may be general or confined to specific instances.

Section 2 – Checks, Draft, etc.: All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President/CEO and countersigned by the Chair of the Board or Vice Chair of the Corporation. Check signing and agreements pertaining to the business of the Corporation shall be limited to members of the Executive Committee and the President /CEO or the Executive Vice President (EVP). Checks in excess of two thousand five hundred dollars (\$2,500) shall be signed by a member of the Executive Committee of Directors and by either the President /CEO or the EVP.

Section 3 – Deposits: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, brokerage firms or other depositories as the Board of Directors may select.

#### Article XI

#### **Fiscal Year**

The fiscal year of the Corporation shall end on June 30<sup>th</sup> of each year.

#### Article XII

#### **Corporate Seal**

The Board of Directors shall provide a Corporate Seal which shall have inscribed thereon the name of the Corporation, the state of incorporation and the year of incorporation.

#### Article XIII

#### Members

#### This corporation shall not have any members.

#### Article XIV

#### **Emergency Bylaws**

These Emergency Bylaws shall only be effective if an emergency exists and a quorum of the Corporation's Directors cannot readily be assembled because of some catastrophic event. The Emergency Bylaws make provisions for managing the Corporation during an emergency.

Section 1 – Meetings: A special meeting under an emergency situation may be called by any Officer or any Director. The person calling the meeting shall fix the time and place of the meeting and shall give adequate notice under the circumstances. The meeting may be held by telephone conference call, email and any other form of available communication.

Section 2 – Quorum: A quorum for this meeting shall be any three Directors.

Section 3 – Succession: The Board of Directors, either before or during any such emergency, may elect and from time to time alter the lines of succession for management of the Corporation if during such emergency any or all officers or agents of the Corporation are, for any reason, rendered incapable of discharging their duties. The Emergency Directors may elect new officers or agents for this purpose.

Section 4 – Effect of Emergency Bylaws: All provisions of the regular Bylaws consistent with the Emergency Bylaws shall remain effective during the emergency. The Emergency Bylaws are not effective after the emergency ends.

Section 5 - Action Taken: The corporate action taken in good faith and in accordance with the emergency Bylaws binds the Corporation and may not be used to impose liability on a Corporate Director, officer employee or agent acting in good faith and in accordance with the duties appropriate to the office.

#### Article XV

Indemnification of Directors, Officers, Employees and Agents Section 1 – Indemnity: The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding or other civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that the person is or was a Director, Officer, Employee or Agent of the Corporation or is or was serving at the request of the Corporation as a Director, Officer, Employee or Agent. The indemnification shall include expenses, including attorney's fees, costs, including court costs, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, action suit or proceeding, which settlement was approved by the Board of Directors and, if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation and the person had no reasonable cause to believe the conduct was unlawful or improper.

Section 2 – Specific Incident: Any indemnification under the immediately preceding paragraph shall be made by the Corporation only as authorized in the specific matter upon a determination that

indemnification of the Director, Officer, Employee or Agent is proper in the circumstances because the person has met the applicable standards of conduct set forth in the above paragraph. Such determination shall be made by the Board of Directors by a majority vote of the quorum consisting of Directors who were not parties to such claim, action, suit or proceeding.

Section 3 – Insurance: The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Employee or Agent of the Corporation against any liability asserted against the person and incurred in any such capacity or arising out of the status of the person, whether or not the Corporation would have the power to indemnify the person against such liability under the provision of this Article.

### Article XVI

#### Amendments

The Articles of Incorporation and Bylaws may be amended by a two-thirds (2/3) vote of the members of the entire Board of Directors present at any regular or special meeting called for the purpose, providing notice of the proposed change is given in the notice of the meeting at least ten (10) days prior to the meeting.

- Anderson, Julie (2018) Sun Sentinel 333 SW 12th Ave Deerfield Beach, FL 33442 (O) 954-425-1685 (M) 407-312-5672 <u>janderson@sun-sentinel.com</u> Assistant: Linda DaSilva <u>Idasilva@sun-sentinel.com</u>
- 2.) Beanland, Glen (2016) Crowe LLP 401 E. Las Olas Blvd. Suite 1100 Ft Lauderdale, FL 33301 (O) 954-202-8565 (M) 954-232-4278 glen.beanland@crowe.com
- 3.) Berger, Mitchell (2013) Berger Singerman 350 E Las Olas Blvd, Suite 1000 Ft. Lauderdale, FL 33301 (O) 954-627-9900 (M) (954) 240-1786 mberger@bergersingerman.com Assistant: vrozhon@bergersingerman.com
- Bond, Walter (2018)
   (M) 561-383-1051
   walter@walterbond.com
   Spouse: Antoinette Bond
   Antoinette@walterbond.com
- 5.) Bonville, Claudette (1997) Claudette Bonville Associates 8220 State Road 84 Ft Lauderdale, FL 33324 (O) 954-423-1325 (F) 954-423-1326 <u>claudette@claudettebonvilleassoc</u> iates.com
- 6.) Brown, Michael (2018) Service America
  (O) 954-556-2014
  (C) 678-644-8864
  mbrown@serviceamerica.com
  Assistant: Penney Hodgson
  phodgson@serviceamerica.org
- 7.) Brown, Rob (2018) Premierseats.com (O) 954-868-7798 Breeze1200@aol.com

- 8.) Buccilli, Linda (2016) Northwestern Mutual 1200 N. Federal Hwy, Suite 300 Boca Raton, FL 33432 (O) 561-948-1765 (M) 561-445-2645 Linda.Buccilli@nm.com
- 9.) Burkhardsmeler, Susan (2014) 701 SE 21<sup>st</sup> Ave Apt 109 Deerfield Beach, FL 33441 (M) 954-260-8505 Spouse: Kent burksub@hotmail.com
- 10.)Burns, Brent (2010) JM Family Enterprises, Inc. 100 Jim Moran Blvd. Deerfield Beach, FL 33442 (O) 954-420-4648 (M) 954-609-2478 (F) 954-596-7436 <u>brent.burns@jmfamily.com</u> Assistant: Julie Sanscrainte julie.sanscrainte@jmfamily.com
- 11.) Case, Raquel (2018) Rick Case Automotive Group 14500 W Sunrise Blvd Sunrise, FL 33323 954-646-0716 Raquelcase@rickcase.com
- 12.) Chrysler, Phil (2013) Team National 2230 Dorado Avenue Davie, FL 33324 (C) (954) 816-1523 <u>Chrysler@bign.com</u> Assistant: Laurie Drew <u>ncadmin@bign.com</u>

**13.)Cibants,** Lonni (2017) Axial Family Advisors 8201 Peters Rd, Suite 1000 Plantation, FL 33324 (O) 954-453-7919 (M) 954-260-7143 (F) 954-526-5235 Ionni@axialfamilyadvisors.com

14.) Clidas, John (2017) SunTrust Bank 5350 Town Center Rd, #200 Boca Raton, FL 33486 (M) 954-401-3248 (O) 561-362-3556 John.w.clidas@suntrust.com

- **15.) DeSanctis,** Marie (2017) Broward College 3501 SW Davie Rd Bidg. 1 Room 160 Davie, FL 33314 (O) 954-201-6511 (M) 954-899-7924 <u>mdesanct@broward.edu</u> Assistant: Camille LaRocca <u>clarocca@broward.edu</u>
- 16.) Dholakia, Swati (2016) JetBlue
  10627 Plainview Cir
  Boca Raton, FL 33498
  (O) 954-233-4717
  (M) 561-843-7371
  Swati. Dholakia@jetblue.com
- 17.)Diehl, Tina (2017) Enterprise Holdings 2601 S Federal Hwy Ft Lauderdale, FL 33316 (O) 954-762-4001 (M) 954-254-3638 <u>Christine.a.diehl@ehi.com</u> Assistant: Janet Makay Janet.c.makay@ehi.com
- 18.) Dillilio, Denise (2017) Wawa 7597 Thornlee Dr Lake Worth, FL 33467 (M) 610-324-5309 Denise.a.diillio@wawa.com
- 19.) Druey, David (2016) Centennial Bank
   6300 NE 1<sup>st</sup> Ave, Suite 300 Ft. Lauderdale FL 33334
   (O) 954-761-4907
   (M) 501-472-6900
   ddruey@my100bank.com
- 20.)Ducharme, Richard (2017) Sapoznik Insurance 1100 NE 163<sup>rd</sup> St North Miami Beach, FL 33162 (M) 904-838-8807 (O) 877-948-8887 (F) 305-949-1099 rducharme@bbftlaud.com

21.) Fischler, Michael A. (1985) Fischler & Friedman, P.A. 1000 S Andrews Ave Ft Lauderdale, FL 33316 (O) 954-763-5778 (F) 954-763-3238 <u>Michael@FFPA-law.com</u> Spouse: Dr. Anita <u>FFPA@bellsouth.net</u>

22.) Gary, Peter (2011) Pinnacle Advertising & Marketing Agency 1515 S. Federal Hwy, Suite 406 Boca Raton, FL 33432 (O) 561-338-3940 (C) 561-948-6396 pfg@pa-mg.com Assistant: Jennifer Ciccone jciccone@pinnacleadgroup.com

23.) Gaye-Schnell, Cecilia (2014) Wal-Mart Stores, Inc. 1051 NW 167<sup>th</sup> Ave Pembroke Pines FL 33028 (O) 305-514-2923 (M) 954-547-3197 <u>Cecilia.GayeSchnell@walmart.co</u> <u>M</u> Cecilia.gaye@gmail.com

24.) Gilmore, Wayne (2014) 801 S Federal Hwy, #421 Pompano Beach, FL 33062 (M) 954-303-6607 donaldgilmore123@comcast.net

25.)Godart, Thomas (2016) Godart Florida Real Estate Investments 401 E. Las Olas Blvd Suite 1400 Ft Lauderdale, FL 33301 (M) 954-609-4983 tom@godartflorida.com

26.)Goldberg, Cary (2001) Diversified Realty Development Co. 6300 NE 1<sup>st</sup> Ave, Suite 100 Ft Lauderdale, FL 33334 (O) 954-673-0162 (M) 954-673-0162 (H) 561-852-8797 (F) 954-935-0822 Spouse: Tara cary@diversifiedcos.com 27.)Hagan, Roderick (2017) McDonalds 3580 Sanctuary Dr Coral Springs, FL 33065 (M) 954-394-0235 Roderickhagan77@gmail.com

28.) Hale, Ron (2013) Dex Imaging
2500 N. Andrews Ave Extension Pompano Beach, FL 33064
(O) (561) 948-6354
(M) (561) 723-1489
(H) (561) 640-0904
rhale@deximaging.com

29.) Hart, Josephine (2011) 101 Plaza Real South, #713 Boca Raton, FL 33432 (M) 770-880-5309 josephinehartm@yahoo.com

30.)Hierholzer, Christy (2012) Pura Botanica 1715 Banks Road Margate, FL 33063 (O) 954-933-3725 (M) 954-818-0329 Spouse: Larry Christy@puraproducts.com

31.) Infante, Marc (2016)
Wells Fargo Advisors
450 S. Australian Ave, 6<sup>th</sup> FL
West Palm Beach, FL 33401
(M) 561-350-5074
(W) 561-417-5581
marc.infante@wellsfargo.com

32.)King, Jeff (2018) Miami Marlins 501 Marlins Way Miami, FL 33125 Phone: 305-480-1610 E-mail: Jking@marlins.com

33.)Kirschenbaum, Alan (2015) 12268 NW 69<sup>th</sup> Court Parkland, FL 33076 Phone: (954) 328-1877 E-mail: alankirschenbaum@gmail.com 34.)Laurie, Dr. Doug (2003) American Heritage School 12200 W. Broward Blvd Plantation, FL 33325 (O) 954-472-0022 <u>dlaurie@ahschool.com</u> Assistant: Sandy Lopez <u>sandy.lopez@ahschool.com</u>

**35.)Lender,** Carl (2018) Hotwire Communication (O) 954-628-7020 (M) 305-970-2598 <u>clender@hotwirecommunication.com</u> Assistant: Kindley Desir kdesir@hotwirecommunication.com

**36.)Lopez,** Paul (2012) Tripp Scott 110 SE 6th Street, Suite 1500 Ft. Lauderdale, FL 33301 (O) 954-760-4921 (F) 954-761-8475 pol@TrippScott.com Assistant: Sylvia Colon sxc@trippscott.com

- **37.) Loyello,** Peter (2016) 2534 Montclaire Ct Weston, FL 33337 (M) 305-502-1531 <u>piloyello@gmail.com</u>
- 38.)Lundblad, Kristene (2018) <u>Davie Advisory Council</u> 2203 W. McNab Road Pompano Beach, FL 33069 (C) (954) 214-2265 (O) (754) 800-8349 <u>klundblad@lankoil.com</u>
- 39.) Mantilla, Chantis (2018) Baptist Health South Florida 7385 NW 24<sup>th</sup> St Margate, FL 33063 (O) (M) 305-793-2552 chantism@baptisthealth.net
- 40.) Marino, Lois (2016) BBX Capital 1872 NW 109<sup>th</sup> Ave Plantation, FL 33322 (O) 954-940-6373 (M) 954-558-5543 Imarino@bbxcapital.com

- 41.) McCaffrey, Sean (2018) Florida Panthers
  1 Panther Parkway Sunrise, FL 33323 (O) (954) 835-7717 mccaffreys@floridapanthers.com
- 42.) Millis, John (2018) Coastal Construction (M) (954) 732-6858 Jmills@coastalconstruction.com

43.) Morse III, Teddy (2017) Ed Morse Automotive Group 2850 S Federal Highway Delray Beach, FL 33483 (O) 561-455-1111 teddymorse@edmorse.com Assistant: Margaret Anderson MargaretAnderson@edmorse.co m

44.) Motwani, Ramola (2017) Merrimac Ventures 401 E Las Olas Blvd. Suite 130-324 Ft Lauderdale, FL 33301 (O) 954-537-9015 (F) 954-323-2805 (C) 954-629-5708 ramola@merrimacventures.com

45.) Nesi, Stephen (2014) PricewaterhouseCoopers 401 E Las Olas Blvd, Suite 1800 Ft Lauderdale, FL 33301 (C) 305-343-6925 (O) 954-356-5930 stephen.h.nesi@pwc.com

46.)Paddock, Bruce (2017) Paddock Industries 828 Solar Isle Dr Ft Lauderdale, FL 33301 (M) 612-889-2366 sharpbp@gmail.com

47.) Palazzolo, Vince (2012) HJ Foundation Company 8275 NW 80<sup>th</sup> Street Miami, FL 33166 (O) 305-592-8181 (F) 305-592-7881 (M) Spouse: Norma VSP@hifoundation.com 48.) Paton, Todd (2016) Paton Marketing 1338 Camellia Ln Weston, FL 33326 (O) 786-454-9862 (M) 954-650-8322 todd@patonmarketing.com

49.) Reitman, Dr. Harold S. (1995) PCE Media, LLC. 3471 N Federal Hwy, Suite 309 Fort Lauderdale, FL 33306-1052 (O) 954-452-0156 (M) 754-422-8357 hackie003@gmail.com

50.) Robertson, James (2007) \*CHAIR 5954 NW 74<sup>th</sup> Terrace Parkland, FL 33067 (M) 954-275-5241 jimrobertsonusa@outlook.com

51.)Rodriquez, Michael (2017) JAE Restaurant Group 1100 Park Central Blvd S Suite 3300 Pompano Beach, FL 33064 (O) 561-997-6002 (M) 954-740-0335 mrodriguez@jaerestgroup.com

52.)Roland, Patti (2017) Jersey Mike's Subs 7011 N State Rd 7 Parkland, FL 33073 (M) 954-608-0651 pattiroland.jm@gmail.com

- 53.)Seymour, Ryan (2016) Best Buy 7910 NW 7<sup>th</sup> Ct Plantation, FL 33324 (O) 954-564-7733 (M) 954-591-2729 ryan.seymour@bestbuy.com
- 54.) Slade, Jeff (2018) Miller Construction 614 S Federal Hwy Fort Lauderdale, FL 33301 (M) (954) 847-0633 (O) (954) 764-6550 Jslade@millerconstruction.com

55.) Spechler, Brent (2000) Worknet Network P.O. Box 221972 Hollywood, FL 33022 (O) 954-922-2402 (M) 954-683-3888 (F) 954-862-6610 Spouse: Gisele brent@worknetnetwork.com

56.) Stampler, Harry (2018) <u>Huizenga Advisory Council</u> 6740 Taft Street Hollywood, FL 33024 (O) 954-921-8888 hstampler@gmail.com

> 57.)Vaughan, Craig (2018) Castle Group 12270 SW 3rd Street, #200 Plantation, FL 33325 (O) 954-660-1856 <u>cvaughan@castlegroup.com</u> Assistant: Annette Ordonez <u>aordonez@castlegroup.com</u>

- 58.) White, Chris (2014) Planned Growth 424 SW 12<sup>th</sup> Ave Deerfield Beach, FL 33442 (O) 954-617-6000 (M) 754-234-1525 cwhite@plannedgrowth.com
- 59.) WIId, Michael (2018) WFP Law 1250 South Pine Island Road, Suite 200 Plantation, Florida 33324 (M) 954-944-2855 mwild@wfplaw.com
- 65.) Woolf, Peter (2001) 1208 NE 1<sup>st</sup> Street Ft Lauderdale, FL 33301 (M) 954-494-1892 (H) 954-761-8490 (F) 954-719-3770 Spouse: Fran Saavedra-Woolf woolfp@gmail.com
- 66.) Wurtele, Andrew (2012) 717 N. Rio Vista Blvd Ft Lauderdale, FL 33301 (O) 954-873-8982 alwurtele@gmail.com

67.) Zuniga, Giancarlo (2018) BB&T (O) 954-233-0407 (M) 954-608-8701 gzuniga@bbandt.com

### Lifetime Board Members

- 1.) Bergeron, Ron (1996) Bergeron Land Development 19612 SW 69<sup>th</sup> Place Fort Lauderdale, FL 33332 (O) 954-680-6100 (F) 954-680-3976 Assistant: Tina Garcia <u>tina@bergeroninc.com</u>
- 2.) Case, Rick (1986) Rick Case Automotive Group 14500 W Sunrise Blvd Sunrise, FL 33323 (O) 954-377-7400 (M) 954-234-1022 (F) 954-587-7916 Assistant: Carol Barbour rickcase@rickcase.com
- 3.) Case, Rita (2002) Rick Case Automotive Group 14500 W Sunrise Blvd Sunrise, FL 33323 (O) 954-377-7400 (M) 954-817-8826 ritacase@rickcase.com
- Goldberg, Alan (1993)

   Diversified Realty Development Co.
   6300 NE 1<sup>st</sup> Ave., Suite 100
   Fort Lauderdale, FL 33334
   (O) 954-776-1005
   (M) 954-325-7146
   (H) 954-571-2914
   (F) 954-935-0822
   Spouse: Becky
   alan@DiversifiedCos.com
- 5.) McDonald, Tom (1994) Craven Thompson 3563 NW 53<sup>rd</sup> Street Fort Lauderdale, FL 33309 (O) 954-739-6400 (C) 954-296-3999 (F) 954-739-6409 tmcdonald@craventhompson.com

- 6.) Miniaci, AI (1997) Paramount Vending 1411 SW 31<sup>st</sup> Ave Pompano Beach, FL 33069 (O) 954-978-0500, x 218 (M) 954-325-6600 (F) 954-978-1878 Spouse: Beatriz Assistant: Lori Jerpi <u>albertm@paramountocs.com</u>
- 7.) Rotella, William J. (1989) The Rotella Group, Inc. 3300 N Federal Hwy, #200 Ft Lauderdale, FL 33306 (O) 954-568-9015 (M) 954-494-2649 (H) 954-564-8752 (F) 954-568-9597 Spouse: Maureen Assistant: Olivia Territo wir@rotellagroup.com
- 8.) Von Allmen, Douglas (2008)
  9 Isla Bahia Drive
  Fort Lauderdale, FL 33316
  (H) 954-463-7699
  (C) 954-232-1941
  (F) 954-463-7738
  Spouse: Linda
  Assistant: Cindy
  DVonAllmen1941@aol.com
- 9.) Von Allmen, Linda (2001) 9 Isla Bahia Drive Fort Lauderdale, FL 33316 (H) 954-463-7790 (C) 954-383-1943 (F) 954-463-7738 Spouse: Douglas Assistant: Cindy Ivonallmen324@aol.com
- 10.) Wendt, Gary (2010) Deerpath Capital Management 3055 Harbor Drive Fort Lauderdale, FL 33316 (H) 954-523-2945 (M) 203-253-3186 (H) 203-629-6273 mrgwendt@optonline.net

### **Emeritus**

- 1.) Bamond, Joseph "Chip" (2007) 10761 NW 14th Street, #286 Plantation, FL 33322 (M) 954-383-2639 Spouse: Delores josephbamond@gmail.com
- 2.) Berry, Julie (1996) Marina, Resort and Office Properties-Stiles Realty Group P.O Box 4460 Fort Lauderdale, FL 33338 (O) 954-627-9400 (M) 954-562-3270 (F) 954-627-9070 Spouse: Bryan Berry julie.berry@stiles.com
- 3.) Davis-Case, Debi (1999/2010) FitAmerica 3315 NE 15<sup>th</sup> Street Ft. Lauderdale, FL 33304 (M) 954-415-6260 (O) 800-221-1186 (F) 954-783-5911 Spouse: Bob Case debidavis@fitamerica.com
- 4.) Dunn, James R. (2003) J.R. Dunn Jewelers 4201 N Federal Hwy Lighthouse Point, FL 33064 (O) 954-782-5000 (F) 954-782-6904 Spouse: Ann Marie Julie@jrdunn.com
- 5.) Hart, John (1981) Hart Consulting Group 2925 Meadow Lane Weston, FL 33331 (H) 954-349-8267 (F) 954-728-8928 Spouse: Elizabeth johnphart@msn.com
- 6.) Marrinson, Ralph (1998) 1701 NE 26<sup>th</sup> Street Ft Lauderdale, FL 33304 (O) 954-566-8353 (F) 954-563-3939 <u>marrinson@marrinson.com</u>

- 7.) Mastriana, Ron (1998) Mastriana & Christiansen 1500 N Federal Hwy, #200 Ft Lauderdale, FL 33304 (O) 954-566-1234 (M) 854-600-0280 (F) 954-564-5636 Spouse: Alexandra ron@m-c-law.com
- 8.) Medalie, Donald B. (1976) Medalie & Medalie, PA 800 E Broward Blvd., #301 Ft Lauderdale, FL 33301 (O) 954-522-5303 (M) 954-253-4394 (F) 954-522-1527 Spouse: Jo Ann Assistant: Cathy Guerin dmedalie@medalielaw.com
- 9.) Miller, Tom (1989) Miller Construction Company 614 S Federal Hwy Ft Lauderdale, FL 33301 954-764-6550 x 218 954-764-5418 Spouse: Ginny Assistant: Peggy tmiller@millerconstruction.com
- 10.) Norton, Jim (2001) 304 Indian Trace, #246 Weston, FL 33326 (O) 954-217-1165 (M) 954-600-5896 (H) 954-389-5896 (F) 954-252-4432 Spouse: Candy jim@jimnortonpa.com
- 11.)Perry, Frederick (1999) 6847 NW 28th Way Ft. Lauderdale, FL 33309 (M) 954-873-1544 Spouse: Maureen losperrys@yahoo.com

67 Governance Board Members\*\*

10 Lifetime Board Members\* 11 Emeritus Board Members

### **88 Total Members**

\*\*=Important, have vote and need to be called if no response.

\*= Have vote, not as important to come to meeting

# Budget - College and Career Readiness 2020 City of Pompano Beach

Purpose	Projected (Action Plan)	Projected Expenses		
Club T-Shirts	50 T-shirts for Club field trips	\$300		
Club 1-Shirts	Total Amount	\$300		
	12 Club Members attending One-Day College Tour			
	Transportation (\$60 X 4 trips)	\$240		
Four One-Day College	Breakfast (\$7 per person)	\$336		
Tours	Lunch (\$7 per person)	\$336		
	Total Amount	\$912		
Snacks for Workforce Development Programs	Snacks and pizza party for Workforce Development Programs	\$250		
	Total Amount	\$250		
	25 Club Members attending the Museum of Science & Discovery			
Three (3) Field Trip to the	Museum Tickets (\$17 per person X 3 trips)	\$1,275		
Museum of Science &	Transportation (A1A)	\$684		
Discovery	Dinner (\$10 per person X 3 trips)	\$750		
	Total Amount	\$2,709		
	Transportation (\$60 X 2 Trips)	\$120		
Art Gallery Tour	Dinner for 12 Members (\$10 per person X 2 trips)	\$240		
-	Total Amount	\$360		
	Week-long summer camp for 12 Members	\$3,000		
JA BizTown	Transportation (\$60 X 5 Trips)	\$300		
	Total Amount	\$3,300		
Two (2) Workforce	Transportation (\$60 X 2 Trips	\$120		
<b>Development Career</b>	Dinner for 12 Members (\$10 per person X 2 trips)	\$240		
Tours	Total Amount	\$360		
	Supplies for Workforce Development, College Corner,			
Cumpling	Homework Assistance (i.e. paper, pencils,	\$2,000		
Supplies	calculators, etc.)			
	Total Amount	\$2,000		
2 Broward Center for	Broward Center Show (\$65 X12 Members)	\$1,560		
	Dinner for 12 Members (\$10 per person)	\$240		
Performing Arts Shows &	Transportation (\$60 X 2 Trips)	\$120		
Backstage Tour	Total Amount	\$1,920		
	Grant Total Amount	\$12,111		

### Exhibit "B" Payment Schedule

### A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

### **B. PAYMENT SCHEDULE**

The total amount awarded for the <u>Boys & Girls Clubs Of Broward County, Inc.</u> (name of the nonprofit organization) for <u>College and Career Readiness and Workforce Development Initiative</u> (title of the program) for the current fiscal year is: <u>\$12,000</u>.

There will be four (4) payout/s during the period (depending on the amount awarded to each organization):

- The first will equal <u>25%</u> of the total allocation or <u>\$3,000.00</u>; be issued in advance. For any
  funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how
  funds advanced were spent, along with invoices and proof of payment. Such an accounting
  must be provided to the CITY in the quarterly financial report as indicated in Exhibit "A"
  Recipients Requirements, Contractual Responsibilities and Program Description. Failure
  to comply with this requirement may result in the denial of the future requests for payments.
- 2. The second will equal 25% of the total allocation or \$3,000.00; 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 <u>25%</u> of the total allocation or <u>\$3,000.00</u>; 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 <u>25%</u> of the total allocation or <u>\$3,000.00</u> 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 <u>checked types of</u> insurance and indicated minimum policy limits.

### **Type of Insurance**

### Limits of Liability

<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and
	\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX XX	comprehensive form premises - operations	bodily injury and property damage bodily injury and property damage				
	explosion & collapse hazard					
$\overline{\mathbf{x}}\mathbf{x}$	underground hazard products/completed operations hazard	bodily injury and property damage combined				
XX	-	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				
AUT	<b>COMOBILE LIABILITY:</b>	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 pr	oof they have this	s coverage.
EXC	CESS LIABILITY		Per Occurrence	Aggregate
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

### PROFESSIONAL LIABILITY

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

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

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

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

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

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).         PRODUCER       CONTACT: Susan Arias         The Beacon Group, Inc.       (561) 994-9994         6001 Broken Sound Pkwy.,N.W.       FAX         Suite 500       PHONE         Boca Raton       FL 33487-2730         INSURED       INSURER S. Arias Surplus Ins. Co.         Boys & Girls Clubs of Broward County, Inc.       INSURER B. Axis Surplus Ins. Co.         877 NW 61 Street       INSURE C. Technology Insurance Company       Insure R c.         Boys & Girls Clubs of Broward County, Inc.       INSURE R D. Landmark American Ins. Co.       INSURE R D.         Boys & Girls Clubs of Broward County, Inc.       INSURE R D. Landmark American Ins. Co.       INSURE R D.         Boys & Girls Clubs of Broward County, Inc.       INSURE R D. Landmark American Ins. Co.       INSURE R D.         Boys & Girls Clubs of Broward County, Inc.       INSURE R D. Landmark American Ins. Co.       INSURE R D.         Boys & Girls Clubs of Broward County, Inc.       INSURE R D.       INSURE R D.       INSURE R D.         Boys & Girls Clubs of Broward County, Inc.       INSURE R D. <th>CE</th> <th colspan="7">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</th>	CE	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									
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